

3. Defendant Ishver Patel (“I. Patel”), on information and belief, is a principal of Sachidand and a citizen of the State of Tennessee, residing at 3670 Roy Messer Highway, White Pine, Tennessee 37890.

4. Defendant Babu Patel (“B. Patel”), on information and belief, is a principal of Sachidand and a citizen of the State of Tennessee, residing at 3670 Roy Messer Highway, White Pine, Tennessee 37890.

5. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332 inasmuch as the plaintiff and all the defendants are citizens of different states and the amount in controversy in this matter, exclusive of interest and costs, exceeds the sum of \$75,000.

6. This Court has personal jurisdiction over Sachidand by virtue of, among other things, section 17.6.3 of the April 7, 2002 license agreement by and between Sachidand and DIW (the “License Agreement”), described in more detail below, pursuant to which Sachidand has consented “to the non-exclusive personal jurisdiction of and venue in the New Jersey state courts situated in Morris County, New Jersey and the United States District Court for the District of New Jersey”

7. This Court has personal jurisdiction over I. Patel and B. Patel by virtue of, among other things, the terms of a guaranty (the “Guaranty”), described in more detail below, pursuant to which I. Patel and B. Patel acknowledged that they were personally bound by section 17 of the License Agreement.

8. Venue is proper in this District pursuant to section 17.6.3 of the License Agreement, inasmuch as that provision contains an express waiver by Sachidand of any objection to venue in this District.

ALLEGATIONS COMMON TO ALL COUNTS

The Agreements Between The Parties

9. On or about April 7, 2002, DIW entered into the License Agreement with Sachidand for the operation of a 73-room guest lodging facility located at 3670 Roy Messer Highway, White Pine, Tennessee 37890, designated as Days Inns® Site No. 04966-95618-02 (the “Facility”). A true copy of the License Agreement is attached hereto as Exhibit A.

10. Pursuant to section 5 of the License Agreement, Sachindad was obligated to operate a Days Inns® guest lodging facility for a fifteen-year term.

11. Pursuant to section 7 and Schedule C of the License Agreement, Sachidand was required to make certain periodic payments to DIW for royalties, service assessments, taxes, interest, reservation system user fees, and other fees (collectively “Recurring Fees”).

12. Pursuant to section 7.3 of the License Agreement, Sachidand agreed that interest is payable “on any past due amount payable to [DIW] under this Agreement at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, accruing from the due date until the amount is paid.”

13. Pursuant to section 3.8 of the License Agreement, Sachidand was required to prepare and submit monthly reports to DIW disclosing, among other things, the amount of gross room revenue earned by Sachidand at the Facility in the preceding month for purposes of establishing the amount of royalties and other Recurring Fees due to DIW.

14. Pursuant to section 3.8 of the License Agreement, Sachidand agreed to maintain at the Facility accurate financial information, including books, records, and accounts, relating to the gross room revenue of the Facility and, pursuant to sections 3.8 and 4.8 of the License Agreement, Sachidand agreed to allow DIW to examine, audit, and make copies of the entries in these books, records, and accounts.

15. Pursuant to section 11.2 of the License Agreement, DIW could terminate the License Agreement, with notice to Sachidand, for various reasons, including Sachidand's (a) failure to pay any amount due DIW under the License Agreement, (b) failure to remedy any other default of its obligations or warranties under the License Agreement within 30 days after receipt of written notice from DIW specifying one or more defaults under the License Agreement, and/or (c) receipt of two or more notices of default under the License Agreement in any one year period, whether or not the defaults were cured.

16. Pursuant to section 12.1 of the License Agreement, Sachidand agreed that, in the event of a termination of the License Agreement pursuant to section 11.2, it would pay liquidated damages to DIW in accordance with a formula specified in the License Agreement.

17. Pursuant to section 17.4 of the License Agreement, Sachidand agreed that the non-prevailing party would "pay all costs and expenses, including reasonable attorneys' fees,

incurred by the prevailing party to enforce this [License] Agreement or collect amounts owed under this [License] Agreement.”

18. Effective as of the date of the License Agreement, I. Patel and B. Patel provided DIW with a Guaranty of Sachidand’s obligations under the License Agreement. A true copy of the Guaranty is attached hereto as Exhibit B.

19. Pursuant to the terms of the Guaranty, I. Patel and B. Patel agreed, among other things, that upon a default under the License Agreement, they would “immediately make each payment and perform or cause Licensee to perform, each unpaid or unperformed obligation of Licensee under the [License] Agreement.”

20. Pursuant to the terms of the Guaranty, I. Patel and B. Patel agreed to pay the costs, including reasonable attorneys’ fees, incurred by DIW in enforcing its rights or remedies under the Guaranty or the License Agreement.

The Defendants’ Defaults and Termination

21. By letter dated May 20, 2011, a true copy of which is attached hereto as Exhibit C, DIW advised Sachidand that (a) it was in breach of the License Agreement because it owed DIW approximately \$65,659.52 in outstanding Recurring Fees, (b) it had 30 days within which to cure this monetary default, and (c) if the default was not cured, then the License Agreement might be subject to termination.

22. By letter dated January 30, 2012, a true copy of which is attached hereto as Exhibit D, DIW advised Sachidand that (a) it was in breach of the License Agreement because it owed DIW approximately \$103,107.24 in outstanding Recurring Fees, (b) it had 30 days

within which to cure this monetary default, and (c) if the default was not cured, then the License Agreement might be subject to termination.

23. By letter dated April 3, 2012, a true copy of which is attached hereto as Exhibit E, DIW advised Sachidand that (a) it was in breach of the License Agreement because it owed DIW approximately \$112,351.17 in outstanding Recurring Fees, (b) it had 30 days within which to cure this monetary default, and (c) if the default was not cured, then the License Agreement might be subject to termination.

24. By letter dated October 10, 2012, a true copy of which is attached hereto as Exhibit F, DIW advised Sachidand that (a) it was in breach of the License Agreement because it owed DIW approximately \$129,122.35 in outstanding Recurring Fees, (b) it had 30 days within which to cure this monetary default, and (c) if the default was not cured, then the License Agreement might be subject to termination.

25. By letter dated December 31, 2012, a true copy of which is attached as Exhibit G, DIW terminated the License Agreement and advised Sachidand that it was required to pay to DIW as liquidated damages for premature termination the sum of \$146,000.00 as required under the License Agreement, and all outstanding Recurring Fees through the date of termination.

FIRST COUNT

26. DIW repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 25 of the Complaint.

27. Pursuant to sections 3.8 and 4.8 of the License Agreement, Sachidand agreed to allow DIW to examine, audit, and make copies of Sachidand's financial information, including books, records, and accounts, relating to the gross room revenue earned at the Facility.

28. The calculation of the monetary amounts sought by DIW in this action is based on the gross room revenue information supplied to DIW by Sachidand and, to the extent there has been non-reporting, DIW's estimate as to the gross room revenue earned by Sachidand.

29. The accuracy of this estimate cannot be ascertained without an accounting of the receipts and disbursements, profit and loss statements, and other financial materials, statements and books from Sachidand.

WHEREFORE, DIW demands judgment ordering that Sachidand account to DIW for any and all revenue derived as a result of marketing, promoting, or selling guest lodging services at the Facility.

SECOND COUNT

30. DIW repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 29 of the Complaint.

31. On December 31, 2013, DIW terminated the License Agreement due to Sachidand's failure to cure its monetary defaults under the License Agreement.

32. Section 12.1 of the License Agreement provides that, in the event of termination of the License Agreement due to action of the Licensee, Sachidand shall pay liquidated damages to DIW within 30 days of termination.

33. As a result of the termination of the License Agreement, Sachidand is obligated to pay DIW liquidated damages in the amount of \$146,000.00, as calculated pursuant to section 12.1 of the License Agreement.

34. Notwithstanding DIW's demand for payment, Sachidand has failed to pay DIW the liquidated damages as required in section 12.1 of the License Agreement.

35. DIW has been damaged by Sachidand's failure to pay liquidated damages.

WHEREFORE, DIW demands judgment against Sachidand for liquidated damages in the amount of \$146,000.00, together with interest, attorneys' fees, and costs of suit.

THIRD COUNT

36. DIW repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 35 of the Complaint.

37. By virtue of the premature termination of the License Agreement, DIW sustained a loss of future revenue over the remainder of the fifteen year term of the License Agreement.

38. If the Court determines that Sachidand is not liable to pay DIW liquidated damages as required by section 12.1 of the License Agreement then, in the alternative, Sachidand is liable to DIW for actual damages for the premature termination of the License Agreement.

39. DIW has been damaged by Sachidand's breach of its obligation to operate a Days Inn® guest lodging facility for the remaining term of the License Agreement.

WHEREFORE, DIW demands judgment against Sachidand for actual damages in an amount to be determined at trial, together with interest, attorneys' fees, and costs of suit.

FOURTH COUNT

40. DIW repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 39 of the Complaint.

41. Pursuant to section 7 and Schedule C of the License Agreement, Sachidand was obligated to remit Recurring Fees to DIW.

42. Despite its obligation to do so, Sachidand failed to remit certain of the Recurring Fees due and owing under the License Agreement in the current amount of \$159,058.21.

43. Sachidand's failure to remit the agreed Recurring Fees constitutes a breach of the License Agreement and has damaged DIW.

WHEREFORE, DIW demands judgment against Sachidand for the Recurring Fees due and owing under the License Agreement, in the current amount of \$159,058.21, together with interest, attorneys' fees, and costs of suit.

FIFTH COUNT

44. DIW repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 43 of the Complaint.

45. At the time of the termination of the License Agreement, Sachidand was obligated to pay DIW Recurring Fees.

46. Despite its obligation to do so, Sachidand failed to pay certain of the Recurring Fees due and owing under the License Agreement in the current amount of \$159,058.21.

47. Sachidand's failure to compensate DIW constitutes unjust enrichment and has damaged DIW.

WHEREFORE, DIW demands judgment against Sachidand for the Recurring Fees due and owing under the License Agreement, in the current amount of \$159,058.21, together with interest, attorneys' fees, and costs of suit.

SIXTH COUNT

48. DIW repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 47 of the Complaint.

49. Pursuant to the terms of the Guaranty, I. Patel and B. Patel agreed, among other things, that upon a default under the License Agreement, they would immediately make each payment and perform each obligation required of Sachidand under the License Agreement.

50. Despite their obligation to do so, I. Patel and B. Patel have failed to make any payments or perform or cause Sachidand to perform each obligation required under the License Agreement.

51. Pursuant to the Guaranty, I. Patel and B. Patel are liable to DIW for Sachidand's liquidated damages in the amount of \$146,000.00, or actual damages in an amount

to be determined at trial, and Sachidand's Recurring Fees due and owing under the License Agreement, in the current amount of \$159,058.21.

WHEREFORE, DIW demands judgment against I. Patel and B. Patel for damages in the amount of all liquidated damages or actual damages and Recurring Fees due and owing under the License Agreement, together with interest, attorneys' fees, and costs of suit.

CLYDE & CO US LLP
Attorneys for Plaintiff
Days Inns Worldwide, Inc.

By: 
BRYAN P. COUCH

Dated: 10/4/13

CERTIFICATION PURSUANT TO L. CIV. R. 11.2

I certify that, to the best of my knowledge, this matter is not the subject of any other action pending in any court or of any pending arbitration or administrative proceeding.

CLYDE & CO US LLP
Attorneys for Plaintiff
Days Inns Worldwide, Inc.

By: 
BRYAN P. COUCH

Dated: 10/4/13

EXHIBIT A

Location: White Pine, Tennessee
Entity No: 95618
Unit No.: 4966

**DAYS INNS WORLDWIDE, INC.
LICENSE AGREEMENT**

THIS LICENSE AGREEMENT ("Agreement"), dated April 7, 2002, is between **DAYS INNS WORLDWIDE, INC.**, a Delaware corporation ("we", "our", or "us"), and **SACHIDAND INVESTMENTS, INC.**, a Tennessee Corporation ("you"). The definitions of capitalized terms are found in Appendix A. In consideration of the following mutual promises, the parties agree as follows:

This transaction represents the renewal of the License for an existing Chain Facility first granted to you in a License Agreement dated March 31, 1992 (the "Prior Agreement"). You must perform any and all of your obligations (financial and otherwise) under the Prior Agreement remaining as of the date of this Agreement and correct any uncured defaults, other than as expressly superseded by this Agreement.

1. **License.** We have the exclusive right to license and franchise to you the distinctive "Days Inn" System for providing transient guest lodging services. We grant to you and you accept the License, effective and commencing on the Opening Date and ending on the earliest to occur of the Term's expiration or a Termination. You will call the Facility a "Days Inn." You may adopt additional or secondary designations for the Facility with our prior written consent, which we may withhold, condition, or withdraw on written notice in our sole discretion. You shall not affiliate or identify the Facility with another franchise system, brand, cooperative or registered mark during the Term.

2. **Days Inns Licensee Advisory Association.** You will be eligible to participate in the Days Inn Licensee Advisory Association, a Delaware corporation that is the organization of Days Inn System licensees, in accordance with the Bylaws and Certificate of Incorporation of the Association, as amended, so long as you are not in default under this Agreement.

3. **Your Improvement and Operating Obligations.** Your obligations to improve, operate and maintain the Facility are:

3.1 **Improvements.** You must select and acquire the Location and acquire, equip and supply the Facility in accordance with System Standards for entering conversion facilities. You must begin improvement of the Facility no later than thirty (30) days after the Effective Date. The Facility must score 400 points (or equivalent) within ninety (90) days after the Effective Date and 425 points (or equivalent) within nine months after the Effective Date. All improvements will comply with System Standards, any Approved Plans, Schedule B and any Punch List attached to this Agreement. Your general contractor or you must carry the insurance required under this Agreement during renovation. If you do not commence or complete the improvement of the Facility by the dates specified in this Section 3.1, or the Facility does not meet the post-transfer quality assurance inspection standard, or complete the post-transfer improvements specified in the Punch List after the

Effective Date, then we may, in our sole discretion, terminate this Agreement by giving written notice to you. Time is of the essence for the Improvement Obligation. We may, however, in our sole discretion, grant one or more extensions of time to perform any phase of the Improvement Obligation. The grant of an extension will not waive any other default existing at the time the extension is granted.

3.2 Improvement Plans. You will create plans and specifications for the work described in Section 3.1 (based upon the System Standards and this Agreement) if we so request and submit them for our approval before starting improvement of the Location. We will not unreasonably withhold or delay our approval, which is intended only to test compliance with System Standards, and not to detect errors or omissions in the work of your architects, engineers, contractors or the like. Our review does not cover technical, architectural or engineering factors, or compliance with federal, state or local laws, regulations or code requirements. We will not be liable to your lenders, contractors, employees, guests, others, or you on account of our review or approval of your plans, drawings or specifications, or our inspection of the Facility before, during or after renovation or construction. Any material variation from the Approved Plans requires our prior written approval. You will promptly provide us with copies of permits, job progress reports, and other information as we may reasonably request. We may inspect the work while in progress without prior notice.

3.3 Opening. You may continue to identify the Facility as part of the System prior to completing the Improvement Obligation.

3.4 Operation. You will operate and maintain the Facility continuously after the Opening Date on a year-round basis as required by System Standards and offer transient guest lodging and other related services of the Facility (including those specified on Schedule B) to the public in compliance with the law and System Standards. You will keep the Facility in a clean, neat, and sanitary condition. You will clean, repair, replace, renovate, refurbish, paint, and redecorate the Facility and its FF&E as and when needed to comply with System Standards. The Facility will accept payment from guests by all credit and debit cards we designate in the System Standards Manual. You may add to or discontinue the amenities, services and facilities described in Schedule B; or lease or subcontract any service or portion of the Facility, only with our prior written consent which we will not unreasonably withhold or delay. Your front desk operation, telephone system, parking lot, swimming pool and other guest service facilities may not be shared with or used by guests of another lodging or housing facility.

3.5 Training. You (or a person with executive authority if you are an entity) and the Facility's manager will attend the training programs described in Section 4.1 we designate as mandatory for licensees or managers, respectively. You will train or cause the training of all Facility personnel as and when required by System Standards and this Agreement. You will pay for all travel, lodging, meals and compensation expenses of the people you send for training programs, the cost of training materials and other reasonable charges we may impose for training under Section 4.1. You will direct the Facility staff to attend Property Opening Training and reimburse us for our expenses for the training as discussed in Section 4.1.3.

3.6 Marketing. You will participate in System marketing programs, including the Directory and the Reservation System. You will obtain and maintain the computer and communications service and equipment we specify to participate in the Reservation System. You will comply with our rules and standards for participation, and will honor reservations and commitments to guests and travel industry participants. You may implement, at your option and expense, your own local advertising. Your advertising materials must use the Marks correctly, and must comply with System Standards or be approved in writing by us prior to publication. You will stop using any non-conforming, out-dated or misleading advertising materials if we so request.

3.6.1 You may participate in any regional marketing, training or management alliance or cooperative of Chain licensees formed to serve the Chain Facilities in your area. We may assist the cooperative collect contributions. You may be excluded from cooperative programs and benefits if you don't participate in all cooperative programs according to their terms, including making payments and contributions when due.

3.6.2 The Facility must participate in our Chain-wide Internet marketing activities like other marketing programs. You will discontinue any Internet marketing that conflicts, in our reasonable discretion, with Chain-wide Internet marketing activities. You must honor the terms of any participation agreement you sign for Internet marketing. You shall pay when due any fees, commissions, charges and reimbursements relating to Internet marketing activities (i) in which you agree to participate, or (ii) that we designate as mandatory on a Chain-wide basis, provided that the activities carry aggregate fees per transaction of not more than the sum of the full agent commission specified on Schedule C for sales agents, plus 10% of the Chain's reported average daily rate for the preceding calendar year. We may suspend the Facility's participation in Internet marketing activity if you default under this Agreement.

3.7 Governmental Matters. You will obtain as and when needed all governmental permits, licenses and consents required by law to construct, acquire, renovate, operate and maintain the Facility and to offer all services you advertise or promote. You will pay when due or properly contest all federal, state and local payroll, withholding, unemployment, beverage, permit, license, property, ad valorem and other taxes, assessments, fees, charges, penalties and interest, and will file when due all governmental returns, notices and other filings.

3.8 Financial Books & Records; Audits.

3.8.1 The Facility's transactions must be timely and accurately recorded in accounting books and records prepared on an accrual basis compliant with generally accepted accounting principles of the United States ("GAAP") and consistent with the most recent edition of the Uniform System of Accounts for the Lodging Industry published by the American Hotel & Motel Association, as modified by this Agreement and System Standards. You acknowledge that your accurate accounting for and reporting of Gross Room Revenues is a material obligation you accept under this Agreement.

3.8.2 We may notify you of a date on which we propose to audit the Facility's books and records. You will be deemed to confirm our proposed date unless you follow the instructions with the audit notice for changing the date. You need to inform us where the books and records

will be produced. You need to produce for our auditors at the confirmed time and place for the audit the books, records, tax returns and financial statements relating to the Facility for the applicable accounting periods we require under this Agreement and System Standards. If our auditors must return to your location after the first date we confirm for the audit because you violate this Section 3.8.2 or refuse to cooperate with the reasonable requests of our auditors, you must pay us the Audit Fee under Section 4.8 when invoiced. We may also perform an audit of the Facility's books and records without advance notice. Your staff must cooperate with and assist our auditors to perform any audit we conduct.

3.8.3 We will notify you in writing if you default under this Agreement because (i) you do not cure a violation of Section 3.8.2 within 30 days after the date of the initial audit, (ii) you cancel 2 or more previously scheduled audits, (iii) you refuse to admit our auditors for an audit during normal business hours at the place where you maintain the Facility's books and records, or refuse to produce the books and records required under this Agreement and System Standards for the applicable accounting periods, (iv) our audit determines that the books and records you produced are incomplete or show evidence of tampering or violation of generally accepted internal control procedures, or (v) our audit determines that that you have reported to us less than 97% of the Facility's Gross Room Revenues for any fiscal year preceding the audit. Our notice of default may include, in our sole discretion and as part of your performance needed to cure the default under this Section 3.8, an "Accounting Procedure Notice." You must also pay any deficiency in Recurring Fees or other charges we identify and invoice as a result of the audit. The Accounting Procedure Notice requires that you obtain and deliver to us, within 90 days after the end of each of your next three fiscal years ending after the Accounting Procedure Notice, an audit opinion signed by an independent certified public accountant who is a member of the American Institute of Certified Public Accountants addressed to us that the Facility's Gross Room Revenues you reported to us during the fiscal year fairly present the Gross Room Revenues of the Facility computed in accordance with this Agreement for the fiscal year.

3.9 Inspections. You acknowledge that the Facility's participation in our quality assurance inspection program (including unannounced inspections) is a material obligation you accept under this Agreement. You will permit our representatives to perform quality assurance inspections of the Facility at any time with or without advance notice. The inspections will commence during normal business hours although we may observe Facility operation at any time. You and the Facility staff will cooperate with the inspector performing the inspection. If the Facility fails an inspection, you refuse to cooperate with our inspector, or you refuse to comply with our published inspection System Standards, then you will pay us when invoiced for any reinspection fee specified in System Standards Manuals (which will not exceed \$500) plus the reasonable travel, lodging and meal costs our inspector incurs for a reinspection. We may publish and disclose the results of quality assurance inspections.

3.10 Insurance. You will obtain and maintain during the Term of this Agreement the insurance coverage required under the System Standards Manual from insurers meeting the standards established in the Manual. Unless we instruct you otherwise, your liability insurance policies will name Day's Inns Worldwide, Inc., Cendant Finance Holding Corporation and Cendant Corporation, their successors and assigns as additional insureds.

3.11 Conferences. You (or your representative with executive authority if you are an entity) will attend each annual Chain conference and pay the Conference Fee we set for the Chain licensees, if and when we determine to hold an annual Chain conference. Mandatory recurrent training for licensees and managers described in Section 4.1.3 may be held at a conference. The Fee will be the same for all Chain Facilities that we license in the United States. You will receive reasonable notice of a Chain conference.

3.12 Purchasing. You will purchase or obtain certain items we designate as proprietary or that bear Marks, such as signage, only from suppliers we approve. You may purchase any other items for the Facility from any competent source you select, so long as the items meet or exceed System Standards.

3.13 Good Will. You will use reasonable efforts to protect, maintain and promote the name "Days Inn" and its distinguishing characteristics, and the other Marks. You will not permit or allow your officers, directors, principals, employees, representatives, or guests of the Facility to engage in conduct which is unlawful or damaging to the good will or public image of the Chain or System. You will participate in Chain-wide guest service and satisfaction guaranty programs we require in good faith for all Chain Facilities. You will follow System Standards for identification of the Facility and for you to avoid confusion on the part of guests, creditors, lenders, investors and the public as to your ownership and operation of the Facility, and the identity of your owners.

3.14 Facility Modifications. You may materially modify, diminish or expand the Facility (or change its interior design, layout, FF&E, or facilities) only after you receive our prior written consent, which we will not unreasonably withhold or delay. You will pay our Rooms Addition Fee then in effect for each guest room you add to the Facility. If we so request, you will obtain our prior written approval of the plans and specifications for any material modification, which we will not unreasonably withhold or delay. You will not open to the public any material modification until we inspect it for compliance with the Approved Plans and System Standards.

3.15 Courtesy Lodging. You will provide lodging at the "Employee Rate" established in the System Standards Manual from time to time (but only to the extent that adequate room vacancies exist) to our representatives traveling on business, but not more than three standard guest rooms at the same time.

3.16 Minor Renovations. Beginning three years after the Opening Date, we may issue a "Minor Renovation Notice" to you that will specify reasonable Facility upgrading and renovation requirements (a "Minor Renovation") to be commenced no sooner than 60 days after the notice is issued, having an aggregate cost for labor, FF&E and materials estimated by us to be not more than the Minor Renovation Ceiling Amount. You will perform the Minor Renovations as and when the Minor Renovation Notice requires. We will not issue a Minor Renovation Notice within three years after the date of a prior Minor Renovation Notice, or if the three most recent quality assurance inspection scores of the Facility averaged at least 425 points or equivalent and the most recent quality assurance inspection score for the Facility was at least 400 points or equivalent when the Facility is otherwise eligible for a Minor Renovation.

4. Our Operating and Service Obligations. We will provide you with the following services and assistance:

4.1 Training. We will offer hospitality management training, owners orientation training, property opening training, recurrent training and supplemental training.

4.1.1 Management Training. Between 60 days before and 60 days after the projected Opening Date, we will offer at a location in the United States we designate and a Facility manager (usually the general manager) must complete, a training program to our satisfaction. The training program will not exceed two weeks in duration and will cover such topics as System Standards, services available from us, and operating a Chain Facility. Any replacement manager of the Facility must complete the training program within the time specified in the System Standards Manual. We charge you tuition of \$975 for your first general manager if you open the Facility with our approval and your general manager completes manager orientation within the time periods established under this Agreement. You must pay the tuition then in effect as disclosed in our latest Uniform Franchise Offering Circular ("UFOC"), but not more than \$3,000, if you do not meet these deadlines. For any supplemental or replacement manager, you pay the tuition in effect for the program when your manager attends the program. You must also pay for your manager's travel, lodging, meals, incidental expenses, compensation and benefits.

4.1.2 Owners Orientation Training. If this is your first System license, we will offer and you (or a person with executive authority if you are an entity) must attend owners orientation training, preferably before, but no later than 30 days after the projected Opening Date. We will conduct the owners orientation program to familiarize you with the System, the Chain, and our services. The program will be no longer than three days. We charge you tuition of \$825 if you open the Facility with our approval and attend owner orientation within the time periods established under this Agreement. If you do not open the Facility and attend orientation by such deadlines, you must pay the tuition then in effect for this program as disclosed in our latest UFOC, but not more than \$3,000. You must also pay for your travel, lodging, meals and incidental expenses.

4.1.3 Property Opening Training. We will provide at the Facility or another agreed location, and your staff must attend, a property opening training program (at our discretion as to length and scheduling) to assist you in opening the Facility. You must also provide lodging for our trainers at your expense and pay us tuition to offset the trainer's travel, meal and out-of-pocket expenses. We charge you tuition of \$950 if you open the Facility with our approval and take property opening training within the time periods established under this Agreement. If you do not open the Facility and take property opening training by such deadlines, you must pay the tuition then in effect for this program as disclosed in our latest UFOC, but not more than \$3,000. You will pay the cost of any site used if the Facility is not available. We may require refresher training, at your expense, if the Facility does not meet Operations Standards.

4.1.4 Recurrent Training. We will provide training for you and the Facility's manager if we determine that additional training for licensees and managers is necessary from time to time. Training will be held at our U.S. training center or other locations. You will pay for your representative's travel, lodging, meals, incidental expenses, compensation and benefits and any

tuition charge we establish for this program. This training may be held in conjunction with a Chain or regional conference or workshop. If recurrent training is held at your Facility, you must also pay for the trainer's reasonable travel, lodging, meal and out-of-pocket expenses. We may assess you a reasonable charge for course materials.

4.1.5 Supplemental Training. We may offer optional training programs without charge or for reasonable tuition. We may offer, rent or sell to you video tapes, computer discs or other on-site training aids and materials, or require you to buy them at reasonable prices.

4.1.6 Cancellation Fees and Tuition. We may charge you a reasonable cancellation fee if you cancel your training program commitments or reservations within 30 days (or such shorter period as we may specify) before the start of any training program at which you or your representative has a reservation.

4.2 Reservation System. We will operate and maintain (directly or by subcontracting with an affiliate or one or more third parties) a computerized Reservation System or such technological substitute(s) as we determine, in our discretion. We will use the Basic Reservation Charge for the acquisition, development, support, equipping, maintenance, improvement and operation of the Reservation System. We will provide software maintenance for the software we license to you to connect to the Reservation System if your Recurring Fee payments are up to date. The Facility will participate in the Reservation System, commencing with the Opening Date for the balance of the Term. We have the right to provide reservation services to lodging facilities other than Chain Facilities or to other parties. We will not offer callers to our general consumer toll free reservation telephone number in the United States the opportunity to make reservations for other lodging chains.

4.3 Marketing.

4.3.1 We will promote public awareness and usage of Chain Facilities by implementing advertising, promotion, publicity, market research and other marketing programs, training programs and related activities, and the production and distribution of Chain publications and directories of hotels. We will determine in our discretion: (i) The nature and type of media placement; (ii) The allocation (if any) among international, national, regional and local markets; and (iii) The nature and type of advertising copy, other materials and programs. We or an affiliate may be reimbursed for the reasonable direct and indirect costs, overhead or other expenses of providing marketing services. We are not obligated to supplement or advance funds available from System licensees to pay for marketing activities. We do not promise that the Facility or you will benefit directly or proportionately from marketing activities.

4.3.2 We may, at our discretion, implement special international, national, regional or local promotional programs (which may or may not include the Facility) and may make available to you (to use at your option) media advertising copy and other marketing materials for prices which reasonably cover the materials' direct and indirect costs.

4.3.3 We will publish the Chain Directory. We will include the Facility in the Chain Directory after it opens if you submit the information we request on time, and you are not in default under this

Agreement at the time we must arrange for publication. We will supply Directories to you for display at locations specified in the System Standards Manual or policy statements. We may assess you a reasonable charge for the direct and indirect expenses (including overhead) of producing and delivering the Directories.

4.4 Purchasing. We may offer optional assistance to you with purchasing items used at or in the Facility. Our affiliates may offer this service on our behalf. We may restrict the vendors authorized to sell proprietary or Mark-bearing items in order to control quality, provide for consistent service or obtain volume discounts. We will maintain and provide to you lists of suppliers approved to furnish Mark-bearing items, or whose products conform to System Standards.

4.5 The System. We will control and establish requirements for all aspects of the System. We may, in our discretion, change, delete from or add to the System, including any of the Marks or System Standards, in response to changing market conditions. We may, in our discretion, permit deviations from System Standards, based on local conditions and our assessment of the circumstances.

4.6 Consultations and Standards Compliance. We will assist you to understand your obligations under System Standards by telephone, mail, during quality assurance inspections, through the System Standards Manual, at training sessions and during conferences and meetings we conduct. We will provide telephone and mail consultation on Facility operation and marketing through our representatives. We will offer you access to any Internet website we may maintain to provide Chain licensees with information and services, subject to any rules, policies and procedures we establish for its use and access and to this Agreement. We may limit or deny access to any such website while you are in default under this Agreement.

4.7 System Standards Manual and Other Publications. We will specify System Standards in the System Standards Manual, policy statements or other publications. We will lend you one copy of the System Standards Manual promptly after we sign this Agreement. We will send you any System Standards Manual revisions and/or supplements as and when issued. We will send you all other publications for Chain licensees and all separate policy statements in effect from time to time.

4.8 Inspections and Audits. We have the unlimited right to conduct unannounced quality assurance inspections of the Facility and its operations, records and Mark usage to test the Facility's compliance with System Standards and this Agreement, and the audits described in Section 3.8. We have the unlimited right to reinspect if the Facility does not achieve the score required on an inspection. We may impose a reinspection fee and will charge you for our costs as provided in Section 3.9. You will pay us an "Audit Fee" of \$300.00 when we invoice you for an Audit Fee under Section 3.8. We may increase the Audit Fee on a Chain-wide basis to cover any increases in our audit costs to not more than \$500.00, effective any time after December 31, 2005. Our inspections are solely for the purposes of checking compliance with System Standards.

5. Term. The Term begins on the Effective Date and expires on the day prior to the fifteenth anniversary of the Opening Date. Some of your duties and obligations will survive termination or expiration of this Agreement. You will execute and deliver to us with this Agreement a notarized Declaration of License Agreement in recordable form. We will countersign and return one copy of the Declaration to you. We may, at our option, record the Declaration in the real property records of

the county where the Facility is located. The Declaration will be released at your request and expense when this Agreement terminates or expires and you perform your post-termination obligations. NEITHER PARTY HAS RENEWAL RIGHTS OR OPTIONS.

6. Initial Fees.

6.1 Application and Initial Fees. We should receive from you a non-refundable Application Fee of \$1,000.00. Your Initial Fee Has Been Waived.

7. Recurring Fees, Taxes and Interest.

7.1 You will pay us certain "Recurring Fees" in U.S. dollars (or such other currency as we may direct if the Facility is outside the United States) ten days after the month in which they accrue, without billing or demand. Recurring Fees include the following:

7.1.1 A "Royalty" equal to six and five-tenths percent (6.5%) of Gross Room Revenues of the Facility accruing during the calendar month, accrues from the earlier of the Opening Date or the date you identify the Facility as a Chain Facility or operate it under a Mark until the end of the Term.

7.1.2 A "Reservation System User Fee" including a "Basic Reservation Charge" for participation in and availability of the Reservation System as set forth in Schedule C, and the charges and fees referred to in Schedule C or Section 4.2 of this Agreement, accrues from the Opening Date until the end of the Term, including during suspension periods. We reserve the right to increase or modify the Reservation System User Fees for all Chain Facilities, and to add other fees and charges for new services, at our sole discretion as to amount or formula, from time to time, but with at least 30 days prior written notice, by substituting a new Schedule C or otherwise, to reflect changes in the fully allocated costs of providing Reservation System-related services, and to add, drop or modify the types of reservation services we offer. You will also pay or reimburse us for travel and other agent commissions paid for certain reservations at the Facility and a "GDS Fee" levied to pay for reservations for the Facility originated or processed through the Global Distribution System, the Internet and other reservation systems and networks. We may charge a reasonable service fee for

this service. We may charge Facilities using the System outside the United States for reservation service using a different formula.

7.2 You will pay to us "Taxes" equal to any federal, state or local sales, gross receipts, use, value added, excise or similar taxes assessed against us on the Recurring Fees by the jurisdictions where the Facility is located, but not including any income tax, franchise or other tax for the privilege of doing business by us in your State. You will pay Taxes to us when due.

7.3 "Interest" is payable when you receive our invoice on any past due amount payable to us under this Agreement at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, accruing from the due date until the amount is paid.

7.4 If a transfer occurs, your transferee or you will pay us our then current Application Fee and a "Relicense Fee" equal to the Initial Fee we would then charge a new licensee for the Facility.

8. Indemnifications.

8.1 Independent of your obligation to procure and maintain insurance, you will indemnify, defend and hold the Indemnitees harmless, to the fullest extent permitted by law, from and against all Losses and Expenses, incurred by any Indemnitee for any investigation, claim, action, suit, demand, administrative or alternative dispute resolution proceeding, relating to or arising out of any transaction, occurrence or service at, or involving the operation of, the Facility, any breach or violation of any contract or any law, regulation or ruling by, or any act, error or omission (active or passive) of, you, any party associated or affiliated with you or any of the owners, officers, directors, employees, agents or contractors of you or your affiliates, including when you are alleged or held to be the actual, apparent or ostensible agent of the Indemnitee, or the active or passive negligence of any Indemnitee is alleged or proven. You have no obligation to indemnify an Indemnitee for damages to compensate for property damage or personal injury if a court of competent jurisdiction makes a final decision not subject to further appeal that the Indemnitee engaged in willful misconduct or intentionally caused such property damage or bodily injury. This exclusion from the obligation to indemnify shall not, however, apply if the property damage or bodily injury resulted from the use of reasonable force by the Indemnitee to protect persons or property.

8.2 You will respond promptly to any matter described in the preceding paragraph, and defend the Indemnitee. You will reimburse the Indemnitee for all costs of defending the matter, including reasonable attorneys' fees, incurred by the Indemnitee if your insurer or you do not assume defense of the Indemnitee promptly when requested, or separate counsel is appropriate, in our discretion, because of actual or potential conflicts of interest. We must approve any resolution or course of action in a matter that could directly or indirectly have any adverse effect on us or the Chain, or could serve as a precedent for other matters.

8.3 We will indemnify, defend and hold you harmless, to the fullest extent permitted by law, from and against all Losses and Expenses incurred by you in any action or claim arising from your proper use of the System alleging that your use of the System and any property we license to you is an infringement of a third party's rights to any trade secret, patent, copyright, trademark, service mark or trade name. You will promptly notify us in writing when you become aware of any alleged infringement or an action is filed against you. You will cooperate with our defense and resolution of the claim. We may resolve the matter by obtaining a license of the property for you at our expense, or by requiring that you discontinue using the infringing property or modify your use to avoid infringing the rights of others.

9. Your Assignments, Transfers and Conveyances.

9.1 **Transfer of the Facility.** This Agreement is personal to you (and your owners if you are an entity). We are relying on your experience, skill and financial resources (and that of your owners and the guarantors, if any) to sign this Agreement with you. You may finance the Facility and grant a lien, security interest or encumbrance on it without notice to us or our consent. If a Transfer is to occur, the transferee or you must comply with Section 9.3. Your License is subject to termination

when the Transfer occurs. The License is not transferable to your transferee, who has no right or authorization to use the System and the Marks when you transfer ownership or possession of the Facility. The transferee may not operate the Facility under the System, and you are responsible for performing the post-termination obligations in Section 13. You and your owners may, only with our prior written consent and after you comply with Sections 9.3 and 9.6, assign, pledge, transfer, delegate or grant a security interest in all or any of your rights, benefits and obligations under this Agreement, as security or otherwise. Transactions involving Equity Interests that are not Equity Transfers do not require our consent and are not Transfers.

9.2 Public Offerings and Registered Securities. You may engage in the first registered public offering of your Equity Interests only after you pay us a public offering fee equal to \$15,000. Your Equity Interests (or those of a person, parent, subsidiary, sibling or affiliate entity, directly or indirectly effectively controlling you), are freely transferable without the application of this Section if they are, on the Effective Date, or after the public offering fee is paid, they become, registered under the federal Securities Act of 1933, as amended, or a class of securities registered under the Securities Exchange Act of 1934, as amended, or listed for trading on a national securities exchange or the automated quotation system of the National Association of Securities Dealers, Inc. (or any successor system), provided that any tender offer for at least a majority of your Equity Interests will be an Equity Transfer subject to Section 9.1.

9.3 Conditions. We may, to the extent permitted by applicable law, condition and withhold our consent to a Transfer when required under this Section 9 until the transferee and you meet certain conditions. If a Transfer is to occur, the transferee (or you, if an Equity Transfer is involved) must first complete and submit our Application, qualify to be a licensee in our sole discretion, given the circumstances of the proposed Transfer, provide the same supporting documents as a new license applicant, pay the Application and Relicense Fees then in effect, sign the form of License Agreement we then offer in conversion transactions and agree to renovate the Facility as if it were an existing facility of similar age and condition converting to the System, as we reasonably determine. We will provide a Punch List of improvements we will require after the transferee's Application is submitted to us. We must also receive general releases from you and each of your owners, and payment of all amounts then owed to us and our affiliates by you, your owners, your affiliates, the transferee, its owners and affiliates, under this Agreement or otherwise. Our consent to the transaction will not be effective until these conditions are satisfied.

9.4 Permitted Transferee Transactions. You may transfer an Equity Interest or effect an Equity Transfer to a Permitted Transferee without obtaining our consent, renovating the Facility or paying a Relicense Fee or Application Fee. No Transfer will be deemed to occur. You also must not be in default and you must comply with the application and notice procedures specified in Sections 9.3 and 9.6. Each Permitted Transferee must first agree in writing to be bound by this Agreement, or at our option, execute the License Agreement form then offered prospective licensees. No transfer to a Permitted Transferee shall release a living transferor from liability under this Agreement or any guarantor under any Guaranty of this Agreement. You must comply with this Section if you transfer the Facility to a Permitted Transferee. A transfer resulting from a death may occur even if you are in default under this Agreement.

9.5 Attempted Transfers. Any transaction requiring our consent under this Section 9 in which our consent is not first obtained shall be void, as between you and us. You will continue to be liable for payment and performance of your obligations under this Agreement until we terminate this Agreement, all your financial obligations to us are paid and all System identification is removed from the Facility.

9.6 Notice of Transfers. You will give us at least 30 days prior written notice of any proposed Transfer or Permitted Transferee transaction. You will notify us when you sign a contract to Transfer the Facility and 10 days before you intend to close on the transfer of the Facility. We will respond to all requests for our consent and notices of Permitted Transferee transactions within a reasonable time not to exceed 30 days. You will notify us in writing within 30 days after a change in ownership of 25% or more of your Equity Interests that are not publicly held or that is not an Equity Transfer, or a change in the ownership of the Facility if you are not its owner. You will provide us with lists of the names, addresses, and ownership percentages of your owner(s) at our request.

10. Our Assignments. We may assign, delegate or subcontract all or any part of our rights and duties under this Agreement, including by operation of law, without notice and without your consent. We will have no obligations to you after you are notified that our transferee has assumed our obligations under this Agreement except those that arose before we assign this Agreement.

11. Default and Termination.

11.1 Default. In addition to the matters identified in Sections 3.1 and 3.8, you will be in default under this Agreement if (a) you do not pay us when a payment is due, (b) you do not perform any of your other obligations when this Agreement and the System Standards Manual require, or (c) if you otherwise breach this Agreement. If your default is not cured within ten days after you receive written notice from us that you have not filed your monthly report, paid us any amount that is due or breached your obligations regarding Confidential Information, or within 30 days after you receive written notice from us of any other default (except as noted below), then we may terminate this Agreement by written notice to you under Section 11.2. We will not exercise our right to terminate if you have completely cured your default, or until any waiting period required by law has elapsed. In the case of quality assurance default, if you have acted diligently to cure the default but cannot do so and have entered into a written improvement agreement with us within 30 days after the failing inspection, you may cure the default within 90 days after the failing inspection. We may terminate the License if you do not perform that improvement agreement.

11.2 Termination. We may terminate the License, or this Agreement if the Opening Date has not occurred, effective when we send written notice to you or such later date as required by law or as stated in the default notice, when (1) you do not cure a default as provided in Section 11.1 or we are authorized to terminate under Section 3.1, (2) you discontinue operating the Facility as a "Days Inn", (3) you do or perform, directly or indirectly, any act or failure to act that in our reasonable judgment is or could be injurious or prejudicial to the goodwill associated with the Marks or the System, (4) you lose possession or the right to possession of the Facility, (5) you (or any guarantor) suffer the termination of another license or License Agreement with us or one of our affiliates, (6) you intentionally maintain false books and records or submit a materially false report to us, (7) you

(or any guarantor) generally fail to pay debts as they come due in the ordinary course of business, (8) you, any guarantor or any of your owners or agents misstated to us or omitted to tell us a material fact to obtain or maintain this Agreement with us, (9) you receive two or more notices of default from us in any one year period (whether or not you cure the defaults), (10) a violation of Section 9 occurs, or a Transfer occurs before the relicensing process is completed, (11) you or any of your Equity Interest owners contest in court the ownership or right to franchise or license all or any part of the System or the validity of any of the Marks, (12) you, any guarantor or the Facility is subject to any voluntary or involuntary bankruptcy, liquidation, dissolution, receivership, assignment, reorganization, moratorium, composition or a similar action or proceeding that is not dismissed within 60 days after its filing, or (13) you maintain or operate the Facility in a manner that endangers the health or safety of the Facility's guests.

11.3 Casualty and Condemnation.

11.3.1 You will notify us promptly after the Facility suffers a Casualty that prevents you from operating in the normal course of business, with less than 75% of guest rooms available. You will give us information on the availability of guest rooms and the Facility's ability to honor advance reservations. You will tell us in writing within 60 days after the Casualty whether or not you will restore, rebuild and refurbish the Facility to conform to System Standards and its condition prior to the Casualty. This restoration will be completed within 180 days after the Casualty. You may decide within the 60 days after the Casualty, and if we do not hear from you, we will assume that you have decided, to terminate this Agreement, effective as of the date of your notice or 60 days after the Casualty, whichever comes first. If this Agreement so terminates, you will pay all amounts accrued prior to termination and follow the post-termination requirements in Section 13. You will not be obligated to pay Liquidated Damages if the Facility will no longer be used as an extended stay or transient lodging facility after the Casualty.

11.3.2 You will notify us in writing within 10 days after you receive notice of any proposed Condemnation of the Facility, and within 10 days after receiving notice of the Condemnation date. This Agreement will terminate on the date the Facility or a substantial portion is conveyed to or taken over by the condemning authority.

11.4 Our Other Remedies. We may suspend the Facility from the Reservation System for any default or failure to pay or perform under this Agreement or any other written agreement with us relating to the Facility, discontinue Reservation System referrals to the Facility for the duration of such suspension, and may divert previously made reservations to other Chain Facilities after giving notice of non-performance, non-payment or default. All Reservation System User Fees accrue during the suspension period. We may deduct points under our quality assurance inspection program for your failure to comply with this Agreement or System Standards. Reservation service will be restored after you have fully cured any and all defaults and failures to pay and perform. We may omit the Facility from the Directory if you are in default on the date we must determine which Chain Facilities are included in the Directory. You recognize that any use of the System not in accord with this Agreement will cause us irreparable harm for which there is no adequate remedy at law, entitling us to injunctive and other relief. We may litigate to collect amounts due under this Agreement without first issuing a default or termination notice. Our consent or approval may be

withheld if needed while you are in default under this Agreement or may be conditioned on the cure of all your defaults.

11.5 Your Remedies. If we fail to issue our approval or consent as and when required under this Agreement within a reasonable time of not less than 30 days after we receive all of the information we request, and you believe our refusal to approve or consent is wrongful, you may bring a legal action against us to compel us to issue our approval or consent to the obligation. To the extent permitted by applicable law, this action shall be your exclusive remedy. We shall not be responsible for direct, indirect, special, consequential or exemplary damages, including, but not limited to, lost profits or revenues.

12. Liquidated Damages.

12.1 Generally. If we terminate the License under Section 11.2, or you terminate this Agreement (except under Section 11.3 or as a result of our default which we do not cure within a reasonable time after written notice), you will pay us within 30 days following the date of termination, as Liquidated Damages, an amount equal to the sum of accrued Royalties and Basic Reservation Charges during the immediately preceding 24 full calendar months (or the number of months remaining in the unexpired Term (the "Ending Period") at the date of termination, whichever is less). If the Facility has been open for fewer than 24 months, then the amount shall be the average monthly Royalties and Basic Reservation Charges since the Opening Date multiplied by 24. You will also pay any applicable Taxes assessed on such payment. Before the Ending Period, Liquidated Damages will not be less than the product of \$2,000.00 multiplied by the number of guest rooms in the Facility. If we terminate this Agreement under Section 3 before the Opening Date, you will pay us within 10 days after you receive our notice of termination Liquidated Damages equal to one-half the amount payable for termination under Section 11.2. Liquidated Damages are paid in place of our claims for lost future Recurring Fees under this Agreement. Our right to receive other amounts due under this Agreement is not affected.

12.2 Condemnation Payments. In the event a Condemnation is to occur, you will pay us the fees set forth in Section 7 for a period of one year after we receive the initial notice of condemnation described in Section 11.3.2, or until the Condemnation occurs, whichever is longer. You will pay us Liquidated Damages equal to the average daily Royalties and Basic Reservation Charges for the one year period preceding the date of your condemnation notice to us multiplied by the number of days remaining in the one year notice period if the Condemnation is completed before the one year notice period expires. This payment will be made within 30 days after Condemnation is completed (when you close the Facility or you deliver it to the condemning authority). You will pay no Liquidated Damages if the Condemnation is completed after the one year notice period expires, but you must pay the fees set forth in Section 7 when due until Condemnation is completed.

13. Your Duties At and After Termination. When the License or this Agreement terminates for any reason whatsoever:

13.1 System Usage Ceases. You will immediately stop using the System to operate and identify the Facility. You will remove all signage and other items bearing any Marks and follow the other steps detailed in the System Standards Manual for changing the identification of the Facility. You

will promptly paint over or remove the Facility's distinctive System trade dress, color schemes and architectural features. You shall not identify the Facility with a confusingly similar mark or name, or use the same colors as the System trade dress for signage, printed materials and painted surfaces. You will cease all Internet marketing using any Marks to identify the Facility.

13.2 Other Duties. You will pay all amounts owed to us under this Agreement within 10 days after termination. You will owe us Recurring Fees on Gross Room Revenues accruing while the Facility is identified as a "Days Inn", including the Reservation System User Fees for so long as the Facility receives service from the Reservation System. We may immediately remove the Facility from the Reservation System and divert reservations as authorized in Section 11.4. We may notify third parties that the Facility is no longer associated with the Chain. We may also, to the extent permitted by applicable law, and without prior notice enter the Facility and any other parcels, remove software (including archive and back-up copies) for accessing the Reservation System, all copies of the System Standards Manual, Confidential Information, equipment and all other personal property of ours, and paint over or remove and purchase for \$10.00, all or part of any interior or exterior Mark-bearing signage (or signage face plates), including billboards, whether or not located at the Facility, that you have not removed or obliterated within five days after termination. You will promptly pay or reimburse us for our cost of removing such items, net of the \$10.00 purchase price for signage. We will exercise reasonable care in removing or painting over signage. We will have no obligation or liability to restore the Facility to its condition prior to removing the signage. We shall have the right, but not the obligation, to purchase some or all of the Facility's Mark-bearing FF&E and supplies at the lower of their cost or net book value, with the right to set off their aggregate purchase price against any sums then owed us by you.

13.3 Advance Reservations. The Facility will honor any advance reservations, including group bookings, made for the Facility prior to termination at the rates and on the terms established when the reservations are made and pay when due all related travel agent commissions.

13.4 Survival of Certain Provisions. Sections 3.8 (as to audits, for 2 years after termination), 3.13, 7 (as to amounts accruing through termination), 8, 11.4, 12, 13, 15, 16 and 17 survive termination of the License and this Agreement, whether termination is initiated by you or us, even if termination is wrongful.

14. Your Representations and Warranties. You expressly represent and warrant to us as follows:

14.1 Quiet Enjoyment and Financing. You own, or will own prior to commencing improvement, or lease, the Location and the Facility. You will be entitled to possession of the Location and the Facility during the entire Term without restrictions that would interfere with your performance under this Agreement, subject to the reasonable requirements of any financing secured by the Facility. You have, when you sign this Agreement, and will maintain during the Term, adequate financial liquidity and financial resources to perform your obligations under this Agreement.

14.2 This Transaction. You and the persons signing this Agreement for you have full power and authority and have been duly authorized, to enter into and perform or cause performance of your obligations under this Agreement. You have obtained all necessary approvals of your owners, Board of Directors and lenders. No executory franchise, license or affiliation agreement for the

Facility exists other than this Agreement. Your execution, delivery and performance of this Agreement will not violate, create a default under or breach of any charter, bylaws, agreement or other contract, license, permit, indebtedness, certificate, order, decree or security instrument to which you or any of your principal owners is a party or is subject or to which the Facility is subject. Neither you nor the Facility is the subject of any current or pending merger, sale, dissolution, receivership, bankruptcy, foreclosure, reorganization, insolvency, or similar action or proceeding on the date you execute this Agreement and was not within the three years preceding such date, except as disclosed in the Application. You will submit to us the documents about the Facility, you, your owners and your finances that we request in the License Application (or after our review of your initial submissions) before or within 30 days after you sign this Agreement.

14.3 No Misrepresentations or Implied Covenants. All written information you submit to us about the Facility, you, your owners, any guarantor, or the finances of any such person or entity, was or will be at the time delivered and when you sign this Agreement, true, accurate and complete, and such information contains no misrepresentation of a material fact, and does not omit any material fact necessary to make the information disclosed not misleading under the circumstances. There are no express or implied covenants or warranties, oral or written, between we and you except as expressly stated in this Agreement.

15. Proprietary Rights.

15.1 Marks and System. You will not acquire any interest in or right to use the System or Marks except under this Agreement. You will not apply for governmental registration of the Marks, or use the Marks or our corporate name in your legal name, but you may use a Mark for an assumed business or trade name filing.

15.2 Inurements. All present and future distinguishing characteristics, improvements and additions to or associated with the System by us, you or others, and all present and future service marks, trademarks, copyrights, service mark and trademark registrations used and to be used as part of the System, and the associated good-will, shall be our property and will inure to our benefit. No good will shall attach to any secondary designator that you use.

15.3 Other Locations and Systems. We and our affiliates each reserve the right to own, in whole or in part, and manage, operate, use, lease, finance, sublease, franchise, license (as licensor or licensee), provide services to or joint venture (i) distinctive separate lodging or food and beverage marks and other intellectual property which are not part of the System, and to enter into separate agreements with you or others (for separate charges) for use of any such other marks or proprietary rights, (ii) other lodging, food and beverage facilities, or businesses, under the System utilizing modified System Standards, and (iii) a Chain Facility at or for any location other than the Location.

There are no territorial rights or agreements between the parties. You acknowledge that we are affiliated with or in the future may become affiliated with other lodging providers or franchise systems that operate under names or marks other than the Marks. We and our affiliates may use or benefit from common hardware, software, communications equipment and services and administrative systems for reservations, franchise application procedures or committees, marketing

and advertising programs, personnel, central purchasing, approved supplier lists, franchise sales personnel (or independent franchise sales representatives), etc.

15.4 Confidential Information. You will take all appropriate actions to preserve the confidentiality of all Confidential Information. Access to Confidential Information should be limited to persons who need the Confidential Information to perform their jobs and are subject to your general policy on maintaining confidentiality as a condition of employment or who have first signed a confidentiality agreement. You will not permit copying of Confidential Information (including, as to computer software, any translation, decompiling, decoding, modification or other alteration of the source code of such software). You will use Confidential Information only for the Facility and to perform under this Agreement. Upon termination (or earlier, as we may request), you shall return to us all originals and copies of the System Standards Manual, policy statements and Confidential Information "fixed in any tangible medium of expression," within the meaning of the U.S. Copyright Act, as amended. Your obligations under this subsection commence when you sign this Agreement and continue for trade secrets (including computer software we license to you) as long as they remain secret and for other Confidential Information, for as long as we continue to use the information in confidence, even if edited or revised, plus three years. We will respond promptly and in good faith to your inquiry about continued protection of any Confidential Information.

15.5 Litigation. You will promptly notify us of (i) any adverse or infringing uses of the Marks (or names or symbols confusingly similar), Confidential Information or other System intellectual property, and (ii) or any threatened or pending litigation related to the System against (or naming as a party) you or us of which you become aware. We alone handle disputes with third parties concerning use of all or any part of the System. You will cooperate with our efforts to resolve these disputes. We need not initiate suit against imitators or infringers who do not have a material adverse impact on the Facility, or any other suit or proceeding to enforce or protect the System in a matter we do not believe to be material.

15.6 The Internet. You may use the Internet to market the Facility subject to this Agreement and System Standards. You shall not use, license or register any domain name, universal resource locator, or other means of identifying you or the Facility that uses a mark or any image or language confusingly similar to a Mark without our consent. You will assign to us any such identification at our request without compensation or consideration. The content you provide us or use yourself for any Internet marketing must be true, correct and accurate, and you will notify us in writing promptly when any correction to the content becomes necessary. You shall promptly modify at our request the content of any Internet marketing material for the Facility you use, authorize, display or provide to conform to System Standards. Any use of the Marks and other elements of the System on the Internet inures to our benefit under Section 15.2.

16. Relationship of Parties.

16.1 Independence. You are an independent contractor. You are not our legal representative or agent, and you have no power to obligate us for any purpose whatsoever. We and you have a business relationship based entirely on and circumscribed by this Agreement. No partnership, joint venture, agency, fiduciary or employment relationship is intended or created by reason of this

Agreement. You will exercise full and complete control over and have full responsibility for your contracts, daily operations, labor relations, employment practices and policies, including, but not limited to, the recruitment, selection, hiring, disciplining, firing, compensation, work rules and schedules of your employees.

16.2 Joint Status. If you comprise two or more persons or entities (notwithstanding any agreement, arrangement or understanding between or among such persons or entities) the rights, privileges and benefits of this Agreement may only be exercised and enjoyed jointly. The liabilities and responsibilities under this Agreement will be the joint and several obligations of all such persons or entities.

17. Legal Matters.

17.1 Partial Invalidity. If all or any part of a provision of this Agreement violates the law of your state (if it applies), such provision or part will not be given effect. If all or any part of a provision of this Agreement is declared invalid or unenforceable, for any reason, or is not given effect by reason of the prior sentence, the remainder of the Agreement shall not be affected. However, if in our judgment the invalidity or ineffectiveness of such provision or part substantially impairs the value of this Agreement to us, then we may at any time terminate this Agreement by written notice to you without penalty or compensation owed by either party.

17.2 Waivers, Modifications and Approvals. If we allow you to deviate from this Agreement, we may insist on strict compliance at any time after written notice. Our silence or inaction will not be or establish a waiver, consent, course of dealing, implied modification or estoppel. All modifications, waivers, approvals and consents of or under this Agreement by us must be in writing and signed by our authorized representative to be effective. We may unilaterally revise Schedule C when this Agreement so permits.

17.3 Notices. Notices will be effective if in writing and delivered by facsimile transmission with confirmation original sent by first class mail, postage prepaid, by delivery service, with proof of delivery, or by first class, prepaid certified or registered mail, return receipt requested, to the appropriate party at its address stated below or as may be otherwise designated by notice. The parties may also communicate via electronic mail between addresses to be established by notice. You consent to receive electronic mail from us. Notices shall be deemed given on the date delivered or date of attempted delivery, if refused.

DAYS INNS WORLDWIDE, INC.:

Our address: 1 Sylvan Way, P.O. Box 278, Parsippany, New Jersey 07054-0278
Attention: Vice President-Franchise Administration; Fax No. (973) 496-5359

SACHIDAND INVESTMENTS, INC.:

Your address: 3670 Roy Messer Hwy. White Pine, TN 37890
Attention: Sonny Patel; Your fax No.: .

17.4 Remedies. Remedies specified in this Agreement are cumulative and do not exclude any remedies available at law or in equity. The non-prevailing party will pay all costs and expenses,

including reasonable attorneys' fees, incurred by the prevailing party to enforce this Agreement or collect amounts owed under this Agreement.

17.5 Miscellaneous. This Agreement is exclusively for the benefit of the parties. There are no third party beneficiaries. No agreement between us and anyone else is for your benefit. The section headings in this Agreement are for convenience of reference only.

17.6 Choice of Law; Venue; Dispute Resolution.

17.6.1 This Agreement will be governed by and construed under the laws of the State of New Jersey, except for its conflicts of law principles. The New Jersey Franchise Practices Act will not apply to any Facility located outside the State of New Jersey.

17.6.2 The parties shall attempt in good faith to resolve any dispute concerning this Agreement or the parties' relationship promptly through negotiation between authorized representatives. If these efforts are not successful, either party may attempt to resolve the dispute through non-binding mediation. Either party may request mediation through the National Franchise Mediation Program, using the procedures employed by the CPR Institute for Dispute Resolution, Inc. We will provide you with the contact address for that organization. The mediation will be conducted by a mutually acceptable and neutral third party. If the parties cannot resolve the dispute through negotiation or mediation, or choose not to negotiate or mediate, either party may pursue litigation.

17.6.3 You consent and waive your objection to the non-exclusive personal jurisdiction of and venue in the New Jersey state courts situated in Morris County, New Jersey and the United States District Court for the District of New Jersey for all cases and controversies under this Agreement or between we and you.

17.6.4 Waiver of Jury Trial. The parties waive the right to a jury trial in any action related to this Agreement or the relationship between the licensor, the licensee, any guarantor, and their respective successors and assigns.

17.7 Special Acknowledgments. You acknowledge the following statements to be true and correct as of the date you sign this Agreement, and to be binding on you.

17.7.1 You received our Uniform Franchise Offering Circular ("UFOC") for prospective licensees at least 10 business days before, and a copy of this Agreement and all other agreements we are asking you to sign at least 5 business days before, signing this Agreement and paying the Initial Fee to us. You have received our UFOC at least 10 business days before you paid any fee to us or signed any contract with us.

17.7.2 Neither we nor any person acting on our behalf has made any oral or written representation or promise to you on which you are relying to enter into this Agreement that is not written in this Agreement. You release any claim against us or our agents based on any oral or written representation or promise not stated in this Agreement.

17.7.3 This Agreement, together with the exhibits and schedules attached, is the entire agreement superseding all previous oral and written representations, agreements and understandings of the parties about the Facility and the License.

17.7.4 You acknowledge that no salesperson has made any promise or provided any information to you about projected sales, revenues, income, profits or expenses from the Facility except as stated in Item 19 of the UFOC or in a writing that is attached to this Agreement.

17.7.5 You understand that the franchise relationship is an arms' length, commercial business relationship in which each party acts in its own interest.

18. Special Stipulations. The following special stipulations apply to this Agreement and supersede any inconsistent or conflicting provisions. These are personal to you and are not transferable or assignable except to a Permitted Transferee.

18.1 Your Additional Termination Right. You may terminate the License without cause or penalty effective only on the **fifth (5th) and tenth (10th)** anniversaries of the Effective Date provided you give us at least six (6) months prior written notice of termination and you are not in default under this Agreement at the time notice must be given or at the effective date of termination. You will pay no Liquidated Damages if you satisfy the conditions of the preceding sentence and you perform the post termination obligations specified in this Agreement within 10 days after the effective date of termination. Your rights under this Section will automatically terminate without notice if and as of the date (i) a Termination occurs, (ii) you fail to cure any default under this Agreement within the time permitted, if any, in the notice of default we send you, or (iii) after the Facility satisfies the Improvement Obligation, the Facility scores less than 425 (or its then equivalent) on a quality assurance inspection and then fails to achieve a score of at least 425 (or its then equivalent) in a reinspection to be performed no sooner than 30 days after the initial inspection. You will not exercise this right if the Facility is then financed under a program in which the United States Small Business Administration ("SBA") guarantees the financing or its repayment unless you first obtain SBA's consent.

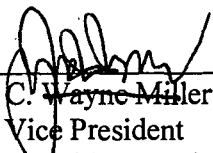
18.2 Our Additional Termination Right. We may terminate the License without cause or penalty effective only on the **fifth (5th) and tenth (10th)** anniversaries of the Effective Date provided we give you at least six (6) months prior written notice of termination. You will perform the post termination obligations specified in this Agreement within 10 days after the effective date of termination. You will pay no Liquidated Damages if we terminate the License under this Section and you perform the post termination obligations specified in this Agreement within 10 days after the effective date of termination. We will not exercise this right if you notify us that the Facility is then financed under a program in which the United States Small Business Administration ("SBA") guarantees the financing or its repayment unless we first obtain SBA's consent.

{REMAINDER OF PAGE INTENTIONALLY BLANK}

{SIGNATURE PAGE TO FOLLOW}

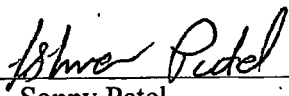
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

WE:
DAYS INNS WORLDWIDE, INC.:

By: 
C. Wayne Miller
Vice President
Franchise Administration

Attest: 
Assistant Secretary

YOU, as licensee:
SACHIDAND INVESTMENTS, INC.

By: 
Sonny Patel
President

Attest: ARTI I. Patel

APPENDIX A

DEFINITIONS

Agreement means this License Agreement.

Application Fee means the fee you pay when you submit your Application under Section 6.

Approved Plans means your plans and specifications for constructing or improving the Facility initially or after opening, as approved by us under Section 3.

Casualty means destruction or significant damage to the Facility by act of God or other event beyond your reasonable anticipation and control.

Chain means the network of Chain Facilities.

Chain Facility means a lodging facility we own, lease, manage, operate or authorize another party to operate using the System and identified by the Marks.

Condemnation means the taking of the Facility for public use by a government or public agency legally authorized to do so, permanently or temporarily, or the taking of such a substantial portion of the Facility that continued operation in accordance with the System Standards, or with adequate parking facilities, is commercially impractical, or if the Facility or a substantial portion is sold to the condemning authority in lieu of condemnation.

Conference Fee means the fee we charge for your attendance at a conference for Chain Facilities and their licensees when and if held.

Confidential Information means any trade secrets we own or protect and other proprietary information not generally known to the lodging industry including confidential portions of the System Standards Manual or information we otherwise impart to you and your representatives in confidence. Confidential Information includes the "Rules of Operation Manual" and all other System Standards manuals and documentation, including those on the subjects of employee relations, finance and administration, field operation, purchasing and marketing, the Reservation System software and applications software.

Declaration means the Declaration of License Agreement you and we sign under Section 5.

Design Standards mean standards specified in the System Standards Manual from time to time for design, construction, renovation, modification and improvement of new or existing Chain Facilities, including all aspects of facility design, number of rooms, rooms mix and configuration, construction materials, workmanship, finishes, electrical, mechanical, structural, plumbing, HVAC, utilities, access, life safety, parking, systems, landscaping, amenities, interior design and decor and the like for a Chain Facility.

Directory means the general purpose directory we publish listing the names and addresses of Chain Facilities, and at our discretion, other Days Inn facilities located outside the United States, Canada and Mexico.

Effective Date means the date that you first take possession of the Facility.

Equity Interests shall include, without limitation, all forms of equity ownership of you, including voting stock interests, partnership interests, limited liability company membership or ownership interests, joint and tenancy interests, the proprietorship interest, trust beneficiary interests and all options, warrants, and instruments convertible into such other equity interests.

Equity Transfer means any transaction in which your owners or you sell, assign, transfer, convey, pledge, or suffer or permit the transfer or assignment of, any percentage of your Equity Interests that will result in a change in control of you to persons other than those disclosed on Schedule B, as in effect prior to the transaction. Unless there are contractual modifications to your owners' rights, an Equity Transfer of a corporation or limited liability company occurs when either majority voting rights or beneficial ownership of more than 50% of the Equity Interests changes. An Equity Transfer of a partnership occurs when a newly admitted partner will be the managing, sole or controlling general partner, directly or indirectly through a change in control of the Equity Interests of an entity general partner. An Equity Transfer of a trust occurs when either a new trustee with sole investment power is substituted for an existing trustee, or a majority of the beneficiaries convey their beneficial interests to persons other than the beneficiaries existing on the Effective Date. An Equity Transfer does not occur when the Equity Interest ownership among the owners of Equity Interests on the Effective Date changes without the admission of new Equity Interest owners. An Equity Transfer occurs when you merge, consolidate or issue additional Equity Interests in a transaction which would have the effect of diluting the voting rights or beneficial ownership of your owners' combined Equity Interests in the surviving entity to less than a majority.

Facility means the Location, together with all improvements, buildings, common areas, structures, appurtenances, facilities, entry/exit rights, parking, amenities, FF&E and related rights, privileges and properties existing at the Location on the Effective Date or afterwards.

FF&E means furniture, fixtures and equipment.

FF&E Standards means standards specified in the System Standards Manual for FF&E and supplies to be utilized in a Chain Facility.

Food and Beverage means any restaurant, catering, bar/lounge, entertainment, room service, retail food or beverage operation, continental breakfast, food or beverage concessions and similar services offered at the Facility.

Gross Room Revenues means gross revenues attributable to or payable for rentals of guest rooms at the Facility, including all credit transactions, whether or not collected, but excluding separate charges to guests for Food and Beverage, room service, telephone charges, key forfeitures and entertainment; vending machine receipts; and federal, state and local sales, occupancy and use taxes.

Improvement Obligation means your obligation to either (i) renovate and upgrade the Facility, or (ii) construct and complete the Facility, in accordance with the Approved Plans and System Standards, as described in Section 3.

Indemnitees means us, our direct and indirect parent, subsidiary and sister corporations, and the respective officers, directors, shareholders, employees, agents and contractors, and the successors, assigns, personal representatives, heirs and legatees of all such persons or entities.

Initial Entry Charge means the fee you are to pay for gaining access to the Reservation System when you sign this Agreement and on the first and second anniversaries of the Effective Date under Section 6.2.

Initial Fee means the fee you are to pay for signing this Agreement as stated in Section 6.1.

License means the non-exclusive license to operate the type of Chain Facility described in Schedule B only at the Location, using the System and the Mark we designate in Section 1.

License Year means the one-year period beginning on the Opening Date and each subsequent anniversary of the Opening Date and ending on the day preceding the next anniversary of the Opening Date.

Liquidated Damages means the amounts payable under Section 12, set by the parties because actual damages will be difficult or impossible to ascertain on the Effective Date and the amount is a reasonable pre-estimate of the damages that will be incurred and is not a penalty.

Location means the parcel of land situated at 3670 Roy Messer Hwy., White Pine, TN 37890, as more fully described in Schedule A.

Losses and Expenses means all payments or obligations to make payments either (i) to or for third party claimants by any and all Indemnitees, including guest refunds, or (ii) incurred by any and all Indemnitees to investigate, respond to or defend a matter, including without limitation investigation and trial charges, costs and expenses, attorneys' fees, experts' fees, court costs, settlement amounts, judgments and costs of collection.

Maintenance Standards means the standards specified from time to time in the System Standards Manual for repair, refurbishment and replacement of FF&E, finishes, decor, and other capital items and design materials in Chain Facilities.

Marks means, collectively (i) the service marks associated with the System published in the System Standards Manual from time to time including, but not limited to, the name, design and logo for "Days Inn" and other marks (U.S. Reg. Nos.: 1,160,430; 1,160,431; 1,420,612; 1,469,518; and 1,003,834) and (ii) trademarks, trade names, trade dress, logos and derivations, and associated good will and related intellectual property interests.

Marks Standards means standards specified in the System Standards Manual for interior and exterior Mark-bearing signage, advertising materials, china, linens, utensils, glassware, uniforms, stationery, supplies, and other items, and the use of such items at the Facility or elsewhere.

Minor Renovation means the repairs, refurbishing, repainting, and other redecorating of the interior, exterior, guest rooms, public areas and grounds of the Facility and replacements of FF&E we may require you to perform under Section 3.16.

Minor Renovation Ceiling Amount means \$3,000.00 per guest room.

Minor Renovation Notice means the written notice from us to you specifying the Minor Renovation to be performed and the dates for commencement and completion given under Section 3.16.

Opening Date means the date on which we authorize you to open the Facility for business identified by the Marks and using the System.

Operations Standards means standards specified in the System Standards Manual for cleanliness, housekeeping, general maintenance, repairs, concession types, food and beverage service, vending machines, uniforms, staffing, employee training, guest services, guest comfort and other aspects of lodging operations.

Permitted Transferee means (i) any entity, natural person(s) or trust receiving from the personal representative of an owner any or all of the owner's Equity Interests upon the death of the owner, if no consideration is paid by the transferee or (ii) the spouse or adult issue of the transferor, if the Equity Interest transfer is accomplished without consideration or payment, or (iii) any natural person or trust receiving an Equity Interest if the transfer is from a guardian or conservator appointed for an incapacitated or incompetent transferor.

Punch List means the list of upgrades and improvements attached as part of Schedule B, which you are required to complete under Section 3.

Recurring Fees means fees paid to us on a periodic basis, including without limitation, Royalties, Reservation System User Fees, and other reservation fees and charges as stated in Section 7.

Relicense Fee means the fee your transferee or you pay to us under Section 7 when a Transfer occurs.

Reservation System User Fees means the fees you pay to us under Section 7 and Schedule C for reservation services, including the Basic Reservation Charge and any other fees we charge for services provided by or through the Reservation System.

Reservation System or "Central Reservation System" means the system for offering to interested parties, booking and communicating guest room reservations for Chain Facilities described in Section 4.2.

Rooms Addition Fee means the fee we charge you for adding guest rooms to the Facility.

Royalty means the monthly fee you pay to us for use of the System under Section 7(a). "Royalties" means the aggregate of all amounts owed as a Royalty.

System means the comprehensive system for providing guest lodging facility services under the Marks as we specify which, at present includes only the following: (a) the Marks; (b) other intellectual property, including Confidential Information, System Standards Manual and know-how; (c) marketing, advertising, publicity and other promotional materials and programs; (d) System Standards; (e) training programs and materials; (f) quality assurance inspection and scoring programs; and (g) the Reservation System.

System Standards means the standards for the participating in the System published in the System Standards Manual, including but not limited to Design Standards, FF&E Standards, Marks Standards, Operations Standards, Technology Standards and Maintenance Standards and any other standards, policies, rules and procedures we promulgate about System operation and usage.

System Standards Manual means the Operating Policies Manual, the Planning and Design Standards Manual and any other manual we publish or distribute specifying the System Standards.

Taxes means the amounts payable under Section 7.2 of this Agreement.

Technology Standards means standards specified in the System Standards Manual for local and long distance telephone communications services, telephone, telecopy and other communications systems, point of sale terminals and computer hardware and software for various applications, including, but not limited to, front desk, rooms management, records maintenance, marketing data, accounting, budgeting and interfaces with the Reservation System to be maintained at the Chain Facilities.

Term means the period of time during which this Agreement shall be in effect, as stated in Section 5.

Termination means a termination of the License under Sections 11.1 or 11.2 or your termination of the License or this Agreement.

Transfer means (1) an Equity Transfer, (2) you assign, pledge, transfer, delegate or grant a security interest in all or any of your rights, benefits and obligations under this Agreement, as security or otherwise without our consent as specified in Section 9, (3) you assign (other than as collateral security for financing the Facility) your leasehold interest in (if any), lease or sublease all or any part of the Facility to any third party, (4) you engage in the sale, conveyance, transfer, or donation of your right, title and interest in and to the Facility, (5) your lender or secured party forecloses on or takes possession of your interest in the Facility, directly or indirectly, or (6) a receiver or trustee is appointed for the Facility or your assets, including the Facility. A Transfer does not occur when you pledge or encumber the Facility to finance its acquisition or improvement, you refinance it, or you engage in a Permitted Transferee transaction.

"You" and "Your" means and refers to the party named as licensee identified in the first paragraph of this Agreement and its Permitted Transferees.

"We", "Our" and "Us" means and refers to Days Inns Worldwide, Inc., a Delaware corporation, its successors and assigns.

SCHEDULE A

(Legal Description of Facility)

SCHEDULE B

PART I: YOUR OWNERS:

<u>Name</u>	<u>Ownership Percentage</u>	<u>Type of Equity Interest</u>
Sonny Patel	75.00%	Commonstock
Babu Patel	25.00%	Commonstock

PART II: THE FACILITY:

Primary designation of Facility: Days Inn

Number of approved guest rooms: 73

Parking facilities (number of spaces, description): 73.

Other amenities, services and facilities:.

PART III: DESCRIPTION AND SCHEDULE OF RENOVATIONS TO BE COMPLETED AS THE IMPROVEMENT OBLIGATION:

[Punch List to be attached.]

DAYS INNS WORLDWIDE, INC.
SCHEDULE C

RESERVATION SYSTEM USER FEES
PROPERTY TO PROPERTY INCENTIVE PROGRAM
EFFECTIVE MARCH 2001

The Basic Reservation Charge is equal to 2.3% of Gross Room Revenues.

The GDS Fee described in Section 7 is \$4.00 per gross reservation communicated through the Global Distribution Systems. Internet-originated reservations carry fees of either (i) \$2.50 per gross reservation booked through the Chain's web site or other Internet sources, or (ii) \$7.00 per gross reservation booked over the TravelWeb.com Internet booking web site. Internet reservations may also carry travel agent commissions if the originator qualifies. If a reservation booked on the GDS, Chain web site or other Internet source, or TravelWeb.com, is canceled by the guest using the same source or web site as was used to make the reservation, you may not be charged the applicable fee. The travel agent commission described in Section 7 is typically 10% of the Gross Room Revenues generated by each reservation originated by a travel agent. We may raise the travel agent commission to up to 15% from time to time for certain Chain-wide promotions. The general sales agent commission (also known as international sales office commission) is 15% of the Gross Room Revenues generated by each reservation originated in an area served by a general sales agent/international sales office and includes the travel agent commission. The "property to property" incentive sales commission is 5% of the Gross Room Revenues generated from each reservation originated by another Chain Facility through the Central Reservation System. We may charge you a sales agent commission of up to 10% of the Gross Room Revenues generated from consumed reservations booked by members of affinity groups and organizations, participating in our Members Benefits sales program, a portion of which we or an affiliate retains as a service fee.

If the number of guest complaints per 1,000 occupied roomnights about you or the Facility in a calendar year exceed the "Annual Facility Allotment" we establish with the approval of the Board of Directors of the Days Inn Franchisee Advisory Association, Inc., you will be charged a "First Assessment" of \$10.00 for each additional complaint received during that year. You will be contacted when the complaint is received and you will be responsible to resolve the complaint to the satisfaction of the guest. If you do not respond to any complaint for which you have received a First Assessment within 14 business days after referral to you and the guest contacts us again to seek a response, you will be charged a "Second Assessment" of \$25.00, plus the costs we incur to settle the matter with the guest. If you respond in a timely manner but the guest remains unsatisfied, you will be charged the costs we incur to settle the matter with the guest. You will be informed of your Annual Facility Allotment when it is established. The amounts of the First and Second Assessments may be changed on a Chain-wide basis at any time upon 60 days advance notice, with the approval of the Board.

We reserve the right to increase or modify the Basic Reservation Charge and any other Reservation System User Fees for all Chain Facilities in the United States and to add other fees and charges for new services, at our sole discretion as to amount or formula from time to time but with at least 30 days prior written notice, to reflect changes in our fully allocated costs of providing Reservation System-related services, and to add, drop or modify the types of reservation services offered.

You will receive an incentive commission equal to 5% of the Gross Room Revenues generated by a reservation originated through the Facility's Reservation System terminal. We may establish rules and procedures for this program in the Manuals. Your incentive commissions are payable monthly in arrears. We may use your incentive commission payments to offset amounts you owe us for Recurring Fees and other charges, or owe our Affiliates for other fees and charges.

EXHIBIT B

GUARANTY

To induce Days Inns Worldwide, Inc., its successors and assigns ("you") to sign the License Agreement (the "Agreement") with the party named as the "Licensee," to which this Guaranty is attached, the undersigned, jointly and severally ("we," "our" or "us"), irrevocably and unconditionally (i) warrant to you that Licensee's representations and warranties in the Agreement are true and correct as stated, and (ii) guaranty that Licensee's obligations under the Agreement, including any amendments, will be punctually paid and performed.

Upon default by Licensee and notice from you we will immediately make each payment and perform or cause Licensee to perform, each unpaid or unperformed obligation of Licensee under the Agreement. Without affecting our obligations under this Guaranty, you may without notice to us extend, modify or release any indebtedness or obligation of Licensee, or settle, adjust or compromise any claims against Licensee. We waive notice of amendment of the Agreement. We acknowledge that Section 17 of the Agreement, including Remedies, Venue and Dispute Resolution, and Waiver of Jury Trial, applies to this Guaranty.

Upon the death of an individual guarantor, the estate of the guarantor will be bound by this Guaranty for obligations of Licensee to you existing at the time of death, and the obligations of all other guarantors will continue in full force and effect.

IN WITNESS WHEREOF, each of us has signed this Guaranty effective as of the date of the Agreement.

WITNESSES:

B. Patel 5/12/02

John Patel 5/12/02

GUARANTORS:

ISHYER John Patel 5/12/02 (Seal)
Sonny Patel

B. Patel 5/12/02 (Seal)
Babu Patel

EXHIBIT C



Wyndham Hotel Group
Contracts Administration
22 Sylvan Way
Parsippany, NJ 07054
973.753.6000 Phone
800.880.9445 Fax

May 20, 2011

VIA 2 DAY DELIVERY METHOD

Mr. Sonny Patel
SACHIDAND INVESTMENTS, INC.
3670 Roy Messer Highway
White Pine, TN 37890

RE: NOTICE OF MONETARY DEFAULT RELATING TO DAYS® UNIT #4966-95618-2 LOCATED IN WHITE PINE, TN (THE "FACILITY")

Dear Mr. Patel:

I write on behalf of DAYS INNS WORLDWIDE, INC. ("we," "us," or "our") regarding the License Agreement dated April 7, 2002 between SACHIDAND INVESTMENTS, INC. ("you" or "your") and us (the "Agreement"). We write to give you formal notice that you are in default under the Agreement.

The Agreement requires you to timely pay us the Recurring Fees and other charges relating to your operation of the Facility under the System. Our Financial Services Department advises us that as of May 18, 2011 your account is past due in the amount of \$65,659.52. We have enclosed an itemized statement detailing the fees past due. Under the Agreement, you have 30 days to pay this amount to us in order to cure your default. If you do not pay this amount within the time permitted, we reserve all rights under the terms of the Agreement including but not limited to termination of the Agreement and your right to operate in the Days System.

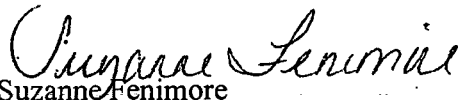
This Notice does not modify, replace, or affect any default under the Agreement, or any other default and termination notices, if any, from us or any of our affiliates regarding the Facility. We also reserve the right to take any interim steps permitted under the Agreement because of your default. By copy of this letter, we are also informing your guarantors of your default.



Mr. Sonny Patel
May 20, 2011
Page 2

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (800) 443-3009.

Sincerely yours,


Suzanne Fenimore
Director
Contracts Compliance, Legal

Enclosure

cc: Ishver Patel (Guarantor)
Babu Patel (Guarantor)
Clyde Guinn
Dianna Bayas
Valerie Capers Workman

Report Date : 18-MAY-11

ITEMIZED STATEMENT

As of Date (DD-MMM-YYYY): 18-MAY-2011
 Customer No : 04966-95618-02-DAY
 Category Set :
 Category Group :
 Group No :
 Bankruptcy : No Bankruptcy Sites
 Disputed : No
 Finance Charges Included: Yes

Page 1 of 9

Report Date : 18-MAY-11

ITEMIZED STATEMENT

Customer No : 04966-95618-02-DAY
 Address : 3670 ROY MESSER HWY., WHITE PINE, TN, 37890-4008, US
 As of Date: 18-MAY-2011

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
NOV-2009	21119494	22-NOV-09	WYNREWARDS 5%		216.21	0.00	59.26	275.47
	41209387	30-NOV-09	Actual-1000A-RO		1410.66	0.00	333.68	1744.34
	41210581	30-NOV-09	Actual-1210A-MA		423.20	0.00	102.94	526.14
	41210696	30-NOV-09	Actual-1800A-RE		648.90	0.00	157.82	806.72
			Sub Total		2698.97	0.00	653.70	3352.67

DEC-2009	10433874	09-DEC-09	GUEST SRVCS TRA	100.00	0.00	24.20	124.20
	10433876	09-DEC-09	GUEST SATISFACT	30.00	0.00	7.30	37.30
	21123073	22-DEC-09	WYNREWARDS 5%	216.45	0.00	49.00	265.45
	1099867	24-DEC-09	GDS & INTERNET	45.50	0.00	10.33	55.83
	TA0099867	24-DEC-09	T/A COMMISSIONS	10.93	0.00	2.46	13.39
	30383859	31-DEC-09	DEC-09 PRORATE	154.84	15.10	38.46	208.40
	41233765	31-DEC-09	Actual-1000A-RO	1259.57	0.00	284.54	1544.11
	41236381	31-DEC-09	Actual-1210A-MA	377.87	0.00	85.39	463.26
	41224510	31-DEC-09	5033A-HSS SOFTW	109.79	10.70	27.33	147.82
	41236043	31-DEC-09	Actual-1800A-RE	579.40	0.00	130.89	710.29
			Sub Total	2884.35	25.80	659.90	3570.05

JAN-2010	30388326	12-JAN-10	CRS REACTIVATIO	200.00	0.00	45.30	245.30
	21125521	22-JAN-10	WYNREWARDS 5%	131.33	0.00	27.94	159.27
	1105961	29-JAN-10	GDS & INTERNET	13.05	0.00	2.78	15.83
	41256871	31-JAN-10	5066A-DIRECWAY	160.00	15.60	37.28	212.88
	41257994	31-JAN-10	5033A-HSS SOFTW	109.79	10.70	25.64	146.13
	41276267	31-JAN-10	Actual-1800A-RE	507.54	0.00	107.81	615.35
	41276651	31-JAN-10	Actual-1210A-MA	331.00	0.00	70.31	401.31
	41274904	31-JAN-10	Actual-1000A-RO	1103.34	0.00	234.35	1337.69
			Sub Total	2556.05	26.30	551.41	3133.76

FEB-2010	30399549	11-FEB-10	CRS REACTIVATIO	200.00	0.00	42.50	242.50
	21129885	22-FEB-10	WYNREWARDS 5%	196.27	0.00	38.64	234.91

Page 2 of 9

Report Date : 18-MAY-11

ITEMIZED STATEMENT

Customer No : 04966-95618-02-DAY
 Address : 3670 ROY MESSER HWY., WHITE PINE, TN, 37890-4008, US
 As of Date: 18-MAY-2011

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
MAR-2010	30406021	28-FEB-10	CK#3121		20.00	0.00	3.94	23.94
	41303892	28-FEB-10	Actual-1000A-RO		1035.12	0.00	203.53	1238.65
	41289479	28-FEB-10	5066A-DIRECWAY		160.00	15.60	34.57	210.17
	41302762	28-FEB-10	Actual-1800A-RE		476.16	0.00	93.63	569.79
	41302998	28-FEB-10	Actual-1210A-MA		310.54	0.00	61.05	371.59
	41289255	28-FEB-10	5033A-HSS SOFTW		109.79	10.70	23.77	144.26
				Sub Total	2507.88	26.30	501.63	3035.81
	1112369	03-MAR-10	GDS & INTERNET		4.35	0.00	0.89	5.24
	21131804	22-MAR-10	WYNREWARDS 5%		274.21	0.00	49.89	324.10
	TM0118842	29-MAR-10	MEMBER BENEFIT		18.94	0.00	3.41	22.35
APR-2010	1118842	29-MAR-10	GDS & INTERNET		22.75	0.00	4.12	26.87
	TA0118842	29-MAR-10	T/A COMMISSIONS		11.79	0.00	2.15	13.94
	41344391	31-MAR-10	Actual-1210A-MA		596.69	0.00	108.60	705.29
	41345012	31-MAR-10	Actual-1800A-RE		914.93	0.00	166.49	1081.42
	41343262	31-MAR-10	Actual-1000A-RO		1988.97	0.00	361.98	2350.95
	41324812	31-MAR-10	5033A-HSS SOFTW		109.77	10.70	21.96	142.43
	41322972	31-MAR-10	5066A-DIRECWAY		160.00	15.60	31.93	207.53
				Sub Total	4102.40	26.30	751.42	4880.12
	30427800	14-APR-10	ONLINE LRNG LIB		50.00	0.00	9.13	59.13
	1125167	18-APR-10	GDS & INTERNET		84.65	0.00	14.09	98.74
	TM0125167	18-APR-10	MEMBER BENEFIT		28.79	0.00	4.81	33.60
	TA0125167	18-APR-10	T/A COMMISSIONS		12.99	0.00	2.14	15.13
	10457557	22-APR-10	GUEST SRVCS TRA		100.00	0.00	16.65	116.65
	10457559	22-APR-10	GUEST SATISFACT		94.08	0.00	15.67	109.75
	21135414	22-APR-10	WYNREWARDS 5%		436.72	0.00	72.71	509.43
	41371971	30-APR-10	Actual-1800A-RE		641.84	0.00	106.67	748.51
	41373785	30-APR-10	Actual-1000A-RO		1395.31	0.00	231.87	1627.18
	41372528	30-APR-10	Actual-1210A-MA		418.59	0.00	69.57	488.16
	41361010	30-APR-10	5066A-DIRECWAY		160.00	15.60	29.22	204.82
	41362371	30-APR-10	5033A-HSS SOFTW		115.28	11.24	21.06	147.58

Report Date : 18-MAY-11

ITEMIZED STATEMENT

Customer No : 04966-95618-02-DAY
 Address : 3670 ROY MESSER HWY., WHITE PINE, TN, 37890-4008, US
 As of Date: 18-MAY-2011

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
				Sub Total	3538.25	26.84	593.59	4158.68
<hr/>								
MAY-2010	10461466	13-MAY-10	GUEST SATISFACT		43.03	0.00	7.19	50.22
	10461467	13-MAY-10	GUEST SRVCS TRA		100.00	0.00	16.65	116.65
	21135646	22-MAY-10	WYNREWARDS 5%		253.63	0.00	38.40	292.03
	TA0132581	23-MAY-10	T/A COMMISSIONS		12.15	0.00	1.84	13.99
	TM0132581	23-MAY-10	MEMBER BENEFIT		15.75	0.00	2.38	18.13
	TR0132581	23-MAY-10	TMC / CONSORTIA		2.64	0.00	0.40	3.04
	1132581	23-MAY-10	GDS & INTERNET		27.60	0.00	4.18	31.78
	41396767	31-MAY-10	5033A-HSS SOFTW		115.28	11.24	19.17	145.69
	41413745	31-MAY-10	Actual-1000A-RO		1260.45	0.00	191.18	1451.63
	41413641	31-MAY-10	Actual-1800A-RE		579.81	0.00	87.96	667.77
	41414620	31-MAY-10	Actual-1210A-MA		378.14	0.00	57.33	435.47
	41399001	31-MAY-10	5066A-DIRECWAY		160.00	15.60	26.58	202.18
				Sub Total	2948.48	26.84	453.26	3428.58
<hr/>								
JUN-2010	30448679	04-JUN-10	OTA Credit		(9.47)	0.00	0.00	(9.47)
	TA0139184	20-JUN-10	T/A COMMISSIONS		8.16	0.00	1.11	9.27
	1139184	20-JUN-10	GDS & INTERNET		24.00	0.00	3.26	27.26
	21139023	22-JUN-10	WYNREWARDS 5%		330.99	0.00	44.99	375.98
	41445536	30-JUN-10	Actual-1800A-RE		787.16	0.00	107.06	894.22
	41444483	30-JUN-10	Actual-1210A-MA		513.37	0.00	69.83	583.20
	41430803	30-JUN-10	5033A-HSS SOFTW		115.28	11.24	17.21	143.73
	41429359	30-JUN-10	5066A-DIRECWAY		160.00	15.60	23.86	199.46
	41443279	30-JUN-10	Actual-1000A-RO		1711.22	0.00	232.72	1943.94

		Sub Total	3640.71	26.84	500.04	4167.59
JUL-2010	1145953	GDS & INTERNET	38.80	0.00	4.66	43.46
	TM0145953	MEMBER BENEFIT	15.66	0.00	1.87	17.53
	TA0145953	T/A COMMISSIONS	34.62	0.00	4.18	38.80

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Report Date : 18-MAY-11

ITEMIZED STATEMENT

Customer No : 04966-95618-02-DAY
Address : 3670 ROY MESSER HWY., WHITE PINE, TN, 37890-4008, US
As of Date: 18-MAY-2011

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total

	21143230	22-JUL-10	WYNREWARDS 5%		52.88	0.00	6.37	59.25
	41473772	31-JUL-10	Actual-1210A-MA		472.10	0.00	56.90	529.00
	41474470	31-JUL-10	Actual-1800A-RE		723.89	0.00	87.23	811.12
	41472424	31-JUL-10	Actual-1000A-RO		1573.67	0.00	189.63	1763.30
	41458744	31-JUL-10	5066A-DIRECWAY		160.00	15.60	21.15	196.75

				Sub Total	3071.62	15.60	371.99	3459.21

AUG-2010	1152527	22-AUG-10	GDS & INTERNET		13.80	0.00	1.45	15.25
	21145178	22-AUG-10	WYNREWARDS 5%		4.05	0.00	0.42	4.47
	TM0152527	22-AUG-10	MEMBER BENEFIT		14.55	0.00	1.55	16.10
	10489682	26-AUG-10	GUEST SATISFACT		50.00	0.00	5.29	55.29
	10489683	26-AUG-10	GUEST SRVCS TRA		160.00	0.00	16.88	176.88
	41514934	31-AUG-10	Accrual-1000A-R	*	1991.90	0.00	210.14	2202.04
	41493354	31-AUG-10	5066A-DIRECWAY		160.00	15.60	18.51	194.11
	41515716	31-AUG-10	Accrual-1210A-M	*	597.57	0.00	63.03	660.60

				Sub Total	916.27	0.00	96.65	1012.92

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		Sub Total		3908.14		15.60		413.92		4337.66	
SEP-2010	TA0158863	19-SEP-10	T/A COMMISSIONS	116.67	0.00	0.00	10.50	127.17			
	TM0158863	19-SEP-10	MEMBER BENEFIT	12.55	0.00	0.00	1.12	13.67			
	1158863	19-SEP-10	GDS & INTERNET	116.90	0.00	0.00	10.52	127.42			
	21148946	22-SEP-10	WYNREWARDS 5%	244.68	0.00	0.00	22.02	266.70			
	21148063	22-SEP-10	WYNREWARDS CRDT	(242.79)	0.00	0.00	0.00	(242.79)			
	41524421	30-SEP-10	5096A-SOFTHOTEL	272.30	26.55	26.55	26.88	325.73			
	41548842	30-SEP-10	Actual-1210A-MA	528.34	0.00	0.00	47.58	575.92			
	41547186	30-SEP-10	Actual-1000A-RO	1761.15	0.00	0.00	158.56	1919.71			
	41549342	30-SEP-10	Actual-1800A-RE	810.13	0.00	0.00	72.94	883.07			
	30494542	30-SEP-10	DIRECWAY SRV CA	750.00	73.13	73.13	74.09	897.22			
	41524809	30-SEP-10	5066A-DIRECWAY	160.00	15.60	15.60	15.80	191.40			

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Report Date : 18-MAY-11

ITEMIZED STATEMENT

Customer No : 04966-95618-02-DAY
 Address : 3670 ROY MESSER HWY., WHITE PINE, TN, 37890-4008, US
 As of Date: 18-MAY-2011

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
OCT-2010	10501712	07-OCT-10	GUEST SATISFACT		30.00	0.00	2.72	32.72
	10501710	07-OCT-10	GUEST SRVCS TRA		160.00	0.00	14.40	174.40
	1164937	17-OCT-10	GDS & INTERNET		60.80	0.00	4.55	65.35
Sub Total					4529.93	115.28	440.01	5085.22

Page 7 of 11

TA0164937	17-OCT-10	T/A COMMISSIONS	12.86	0.00	0.96	13.82
21152284	22-OCT-10	WYNREWARDS 5%	351.43	0.00	26.36	377.79
21151852	22-OCT-10	WYNREWARDS CRDT	(27.24)	0.00	0.00	(27.24)
10506350	28-OCT-10	GUEST SATISFACT	69.31	0.00	5.19	74.50
10506351	28-OCT-10	GUEST SRVCS TRA	160.00	0.00	12.00	172.00
41570923	31-OCT-10	Actual-1210A-MA	455.29	0.00	34.26	489.55
41573151	31-OCT-10	Actual-1000A-RO	1517.65	0.00	114.19	1631.84
41560546	31-OCT-10	5066A-DIRECWAY	160.00	15.60	13.16	188.76
41571972	31-OCT-10	Actual-1800A-RE	698.12	0.00	52.52	750.64
41560795	31-OCT-10	5096A-SOFTHOTEL	272.30	26.55	22.40	321.25

Sub Total

3920.52	42.15	302.71	4265.38
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NOV-2010

10509051	10-NOV-10	GUEST SATISFACT	25.00	0.00	1.89	26.89
10509049	10-NOV-10	GUEST SRVCS TRA	160.00	0.00	12.00	172.00
TM0172413	21-NOV-10	MEMBER BENEFIT	81.11	0.00	4.84	85.95
1172413	21-NOV-10	GDS & INTERNET	82.20	0.00	4.88	87.08
TR0172413	21-NOV-10	TMC / CONSORTIA	3.89	0.00	0.23	4.12
TA0172413	21-NOV-10	T/A COMMISSIONS	5.13	0.00	0.31	5.44
21154514	22-NOV-10	WYNREWARDS CRDT	(55.80)	0.00	0.00	(55.80)
21155000	22-NOV-10	WYNREWARDS 5%	253.41	0.00	15.08	268.49
41614567	30-NOV-10	Actual-1000A-RO	1269.55	0.00	75.53	1345.08
41597002	30-NOV-10	5096A-SOFTHOTEL	272.30	26.55	17.77	316.62
41597699	30-NOV-10	5066A-DIRECWAY	160.00	15.60	10.44	186.04
41613882	30-NOV-10	Actual-1800A-RE	583.99	0.00	34.75	618.74
41613532	30-NOV-10	Actual-1210A-MA	380.87	0.00	22.65	403.52

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Report Date : 18-MAY-11

ITEMIZED STATEMENT

Customer No : 04966-95618-02-DAY
 Address : 3670 ROY MESSER HWY., WHITE PINE, TN, 37890-4008, US
 As of Date: 18-MAY-2011

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
DEC-2010	10516022	15-DEC-10	GUEST SRVCS TRA					
	10515943	15-DEC-10	GUEST SATISFACT					
	TA0177940	20-DEC-10	T/A COMMISSIONS					
	TM0177940	20-DEC-10	MEMBER BENEFIT					
	1177940	20-DEC-10	GDS & INTERNET					
	21156226	22-DEC-10	WYNREWARDS 5%					
	41628851	31-DEC-10	5066A-DIRECWAY					
	41628036	31-DEC-10	5096A-SOFTHOTEL					
	41639659	31-DEC-10	Actual-1210A-MA					
	41640282	31-DEC-10	Actual-1800A-RE					
	41641602	31-DEC-10	Actual-1000A-RO					
				Sub Total	3221.65	42.15	200.37	3464.17
<hr/>								
JAN-2011	TM0185595	16-JAN-11	MEMBER BENEFIT					
	TA0185595	16-JAN-11	T/A COMMISSIONS					
	1185595	16-JAN-11	GDS & INTERNET					
	21160767	22-JAN-11	WYNREWARDS 5%					
	41675684	31-JAN-11	Actual-1800A-RE					
	41673782	31-JAN-11	Actual-1210A-MA					
	41677818	31-JAN-11	Actual-1000A-RO					
	41653784	31-JAN-11	5066A-DIRECWAY					
	41654074	31-JAN-11	5096A-SOFTHOTEL					
				Sub Total	3372.51	42.15	153.34	3568.00
<hr/>								
FEB-2011	TA0191424	20-FEB-11	T/A COMMISSIONS					
	1191424	20-FEB-11	GDS & INTERNET					
	21161059	22-FEB-11	WYNREWARDS 5%					
	41705748	28-FEB-11	Accrual-1210A-M	*				
				Sub Total	1689.49	42.15	65.27	1796.91
<hr/>								
					4.64	0.00	0.13	4.77
					4.60	0.00	0.13	4.73
					126.47	0.00	3.29	129.76
					309.74	0.00	7.13	316.87

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Report Date : 18-MAY-11

ITEMIZED STATEMENT

Customer No : 04966-95618-02-DAY
 Address : 3670 ROY MESSER HWY., WHITE PINE, TN, 37890-4008, US
 As of Date: 18-MAY-2011

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	41705219	28-FEB-11	Accrual-1800A-R	*	474.93	0.00	10.92	485.85
	41706824	28-FEB-11	Accrual-1000A-R	*	1032.45	0.00	23.75	1056.20
	41694655	28-FEB-11	5096A-SOFTHOTEL		272.30	26.55	6.87	305.72
	41693310	28-FEB-11	5066A-DIRECWAY		160.00	15.60	4.03	179.63
Sub Total					2385.13	42.15	56.25	2483.53
MAR-2011	1198225	13-MAR-11	GDS & INTERNET		9.20	0.00	0.14	9.34
	21165302	22-MAR-11	WYNREWARDS 5%		268.07	0.00	3.22	271.29
	41740406	31-MAR-11	Accrual-1210A-M	*	531.09	0.00	3.98	535.07
	41725533	31-MAR-11	5066A-DIRECWAY		160.00	15.60	1.32	176.92
	41739438	31-MAR-11	Accrual-1000A-R	*	1770.30	0.00	13.28	1783.58
	41738321	31-MAR-11	Accrual-1800A-R	*	814.34	0.00	6.11	820.45
	41724749	31-MAR-11	5096A-SOFTHOTEL		272.30	26.55	2.24	301.09
Sub Total					3825.30	42.15	30.29	3897.74
APR-2011	21166795	22-APR-11	WYNREWARDS 5%		248.56	0.00	0.00	248.56
	1205458	27-APR-11	GDS & INTERNET		47.00	0.00	0.00	47.00
	TM0205458	27-APR-11	MEMBER BENEFIT		69.24	0.00	0.00	69.24
	TA0205458	27-APR-11	T/A COMMISSIONS		22.80	0.00	0.00	22.80
	10538183	28-APR-11	GUEST SRVCS TRA		160.00	0.00	0.00	160.00
	10538185	28-APR-11	GUEST SATISFACT		50.00	0.00	0.00	50.00
	41757916	30-APR-11	5096A-SOFTHOTEL		272.30	26.55	0.00	298.85
	41770443	30-APR-11	Accrual-1800A-R	*	667.71	0.00	0.00	667.71
	41773504	30-APR-11	Accrual-1210A-M	*	435.47	0.00	0.00	435.47
	41770175	30-APR-11	Accrual-1000A-R	*	1451.55	0.00	0.00	1451.55
	41756845	30-APR-11	5066A-DIRECWAY		160.00	15.60	0.00	175.60
Sub Total					3825.30	42.15	30.29	3897.74

		Sub Total	3584.63	42.15	0.00	3626.78
=====						
MAY-2011	30575180	05-MAY-11	2010 CONF CREDI	0.00	0.00	(21.00)
	30588172	11-MAY-11	Duplicate GSA/I	0.00	0.00	(23.00)

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Report Date : 18-MAY-11

ITEMIZED STATEMENT

Customer No : 04966-95618-02-DAY
 Address : 3670 ROY MESSER HWY., WHITE PINE, TN, 37890-4008, US
 As of Date: 18-MAY-2011

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	30585015	11-MAY-11	Duplicate Commi		(8.34)	0.00	0.00	(8.34)
=====								
			Sub Total		(52.34)	0.00	0.00	(52.34)
=====								
			Grand Total		58333.67	626.75	6699.10	65659.52
=====								

Requested By: Yelena Danishevsky

* Please note the accruals on your account are estimates.
 Make sure to promptly submit your actual gross room revenue and rooms sold.

***** END OF REPORT *****

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Shipment Receipt

Transaction Date:

20 May 2011

Tracking Number:

1Z22445X0292719502

1 Address Information**Ship To:**

SACHIDANAND INVESTMENTS, INC.
SONNY PATEL
DAYS INN
3670 ROY MESSER HIGHWAY
WHITE PINE TN 378904008
Telephone:8654835615

Ship From:

Wyndham Hotel Group - 22 Sylvan
ELENA DANISHEVSKY
22 SYLVAN WAY
PARSIPPANY NJ 07054
Telephone:9737537236

Return Address:

Wyndham Hotel Group - 22 Sylvan
ELENA DANISHEVSKY
22 SYLVAN WAY
PARSIPPANY NJ 07054
Telephone:9737537236

2 Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. Letter	UPS Letter		Reference # 1 - 006-5072

3 UPS Shipping Service and Shipping Options**Service:**

UPS 2nd Day Air

Guaranteed By: 1

End of Day Tuesday, 5/24/2011

Shipping Fees Subtotal: 15.01 USD

Transportation 11.20 USD

Fuel Surcharge 1.96 USD

Delivery Area Surcharge

Package 1 1.85 USD

4 Payment Information

Bill Shipping Charges to:

Shipper's Account 22445X

Daily rates were applied to this shipment

Total Charged:

15.01 USD

Note: Your invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.


 Close Window

EXHIBIT D

WYNDHAM

HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 • fax (800) 880-9445
www.wyndhamworldwide.com

January 30, 2012

VIA 2 DAY DELIVERY METHOD

Mr. Sonny Patel
SACHIDAND INVESTMENTS, INC.
3670 Roy Messer Highway
White Pine, TN 37890

RE: NOTICE OF MONETARY DEFAULT RELATING TO DAYS® UNIT #4966-95618-2 LOCATED IN WHITE PINE, TN (THE "FACILITY")

Dear Mr. Patel:

I write on behalf of DAYS INNS WORLDWIDE, INC. ("we," "us," or "our") regarding the License Agreement dated April 7, 2002 between SACHIDAND INVESTMENTS, INC. ("you" or "your") and us (the "Agreement"). We write to give you formal notice that you are in default under the Agreement.

The Agreement requires you to timely pay us the Recurring Fees and other charges relating to your operation of the Facility under the System. Our Financial Services Department advises us that as of January 26, 2012 your account is past due in the amount of \$103,107.24. We have enclosed an itemized statement detailing the fees past due. Under the Agreement, you have 30 days to pay this amount to us in order to cure your default. If you do not pay this amount within the time permitted, we reserve all rights under the terms of the Agreement including but not limited to termination of the Agreement and your right to operate in the Days System.

This Notice does not modify, replace, or affect any default under the Agreement, or any other default and termination notices, if any, from us or any of our affiliates regarding the Facility. We also reserve the right to take any interim steps permitted under the Agreement because of your default. By copy of this letter, we are also informing your guarantors of your default.

WYNDHAM

HOTEL GROUP



Mr. Sonny Patel
January 30, 2012
Page 2

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (800) 443-3009.

Sincerely yours,



Suzanne Fenimore

Director
Contracts Compliance, Legal

Enclosure

cc: Ishver Patel (Guarantor)
Babu Patel (Guarantor)
Clyde Guinn
Dianna Bayas
Valerie Capers Workman

Report Date : 26-JAN-12

ITEMIZED STATEMENT

As of Date (DD-MM-YYYY) : 26-JAN-2012
 Customer No : 04966-95618-02-DAY
 Category Set :
 Category Group :
 Group No :
 Bankruptcy : No Bankruptcy Sites
 Disputed : No
 Finance Charges Included: Yes

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Report Date : 26-JAN-12

ITEMIZED STATEMENT

Customer No : 04966-95618-02-DAY
 Address : 3670 ROY MESSER HWY., WHITE PINE, TN, 37890-4008, US
 As of Date: 26-JAN-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
NOV-2009	21119494	22-NOV-09	WYNREWARDS 5%		216.21	0.00	59.26	275.47
	41210696	30-NOV-09	Actual-1800A-RE		648.90	0.00	237.31	886.21
	41209387	30-NOV-09	Actual-1000A-RO		1410.66	0.00	485.50	1896.16
	41210581	30-NOV-09	Actual-1210A-MA		423.20	0.00	154.79	577.99
				Sub Total	2698.97	0.00	936.86	3635.83

DEC-2009	10433876	09-DEC-09	GUEST SATISFACT	30.00	0.00	11.00	41.00
	10433874	09-DEC-09	GUEST SRVCS TRA	100.00	0.00	36.45	136.45
	21123073	22-DEC-09	WYNREWARDS 5%	216.45	0.00	75.50	291.95
	TA0099867	24-DEC-09	T/A COMMISSIONS	10.93	0.00	3.79	14.72
	1099867	24-DEC-09	GDS & INTERNET	45.50	0.00	15.92	61.42
	30383859	31-DEC-09	DEC-09 PRORATE	154.84	15.10	59.26	229.20
	41224510	31-DEC-09	5033A-HSS SOFTW	109.79	10.70	42.11	162.60
	41236381	31-DEC-09	Actual-1210A-MA	377.87	0.00	131.70	509.57
	41236043	31-DEC-09	Actual-1800A-RE	579.40	0.00	201.86	781.26
	41233765	31-DEC-09	Actual-1000A-RO	1259.57	0.00	438.81	1698.38
			Sub Total	2884.35	25.80	1016.40	3926.55
JAN-2010	30388326	12-JAN-10	CRS REACTIVATIO	200.00	0.00	69.80	269.80
	21125521	22-JAN-10	WYNREWARDS 5%	131.33	0.00	44.05	175.38
	1105961	29-JAN-10	GDS & INTERNET	13.05	0.00	4.38	17.43
	41276267	31-JAN-10	Actual-1800A-RE	507.54	0.00	169.99	677.53
	41276651	31-JAN-10	Actual-1210A-MA	331.00	0.00	110.87	441.87
	41257994	31-JAN-10	5033A-HSS SOFTW	109.79	10.70	40.42	160.91
	41274904	31-JAN-10	Actual-1000A-RO	1103.34	0.00	369.50	1472.84
	41256871	31-JAN-10	5066A-DIRECWAY	160.00	15.60	58.77	234.37
			Sub Total	2556.05	26.30	867.78	3450.13
FEB-2010	30399549	11-FEB-10	CRS REACTIVATIO	200.00	0.00	67.00	267.00
	21129885	22-FEB-10	WYNREWARDS 5%	196.27	0.00	62.66	258.93

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 As of Date: 26-JAN-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
MAR-2010	41289255	28-FEB-10	5033A-HSS SOFTW		109.79	10.70	38.55	159.04
	30406021	28-FEB-10	CK#3121		20.00	0.00	6.39	26.39
	41303892	28-FEB-10	Actual-1000A-RO		1035.12	0.00	330.32	1365.44
	41302762	28-FEB-10	Actual-1800A-RE		476.16	0.00	151.95	628.11
	41289479	28-FEB-10	5066A-DIRECWAY		160.00	15.60	56.06	231.66
	41302998	28-FEB-10	Actual-1210A-MA		310.54	0.00	99.08	409.62
				Sub Total	2507.88	26.30	812.01	3346.19
	1112369	03-MAR-10	GDS & INTERNET		4.35	0.00	1.45	5.80
	21131804	22-MAR-10	WYNREWARDS 5%		274.21	0.00	83.47	357.68
	TM0118842	29-MAR-10	MEMBER BENEFIT		18.94	0.00	5.70	24.64
MAR-2010	TA0118842	29-MAR-10	T/A COMMISSIONS		11.79	0.00	3.59	15.38
	1118842	29-MAR-10	GDS & INTERNET		22.75	0.00	6.89	29.64
	41343262	31-MAR-10	Actual-1000A-RO		1988.97	0.00	605.62	2594.59
	41322972	31-MAR-10	5066A-DIRECWAY		160.00	15.60	53.42	229.02
	41345012	31-MAR-10	Actual-1800A-RE		914.93	0.00	278.55	1193.48
	41344391	31-MAR-10	Actual-1210A-MA		596.69	0.00	181.70	778.39
	41324812	31-MAR-10	5033A-HSS SOFTW		109.77	10.70	36.74	157.21
				Sub Total	4102.40	26.30	1257.13	5385.83
APR-2010	30427800	14-APR-10	ONLINE LRNG LIB		50.00	0.00	15.28	65.28
	TM0125167	18-APR-10	MEMBER BENEFIT		28.79	0.00	8.35	37.14
	1125167	18-APR-10	GDS & INTERNET		84.65	0.00	24.45	109.10
	TA0125167	18-APR-10	T/A COMMISSIONS		12.99	0.00	3.71	16.70
	21135414	22-APR-10	WYNREWARDS 5%		436.72	0.00	126.21	562.93
	10457559	22-APR-10	GUEST SATISFACT		94.08	0.00	27.20	121.28
	10457557	22-APR-10	GUEST SRVCS TRA		100.00	0.00	28.90	128.90
	41361010	30-APR-10	5066A-DIRECWAY		160.00	15.60	50.71	226.31
	41371971	30-APR-10	Actual-1800A-RE		641.84	0.00	185.31	827.15
	41373785	30-APR-10	Actual-1000A-RO		1395.31	0.00	402.81	1798.12
APR-2010	41372528	30-APR-10	Actual-1210A-MA		418.59	0.00	120.86	539.45
	41362371	30-APR-10	5033A-HSS SOFTW		115.28	11.24	36.56	163.08

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
				Sub Total	3538.25	26.84	1030.35	4595.44
<hr/>								
MAY-2010	10461467	13-MAY-10	GUEST SRVCS TRA		100.00	0.00	28.90	128.90
	10461466	13-MAY-10	GUEST SATISFACT		43.03	0.00	12.49	55.52
	21135646	22-MAY-10	WYNREWARDS 5%		253.63	0.00	69.45	323.08
	TM0132581	23-MAY-10	MEMBER BENEFIT		15.75	0.00	4.30	20.05
	1132581	23-MAY-10	GDS & INTERNET		27.60	0.00	7.56	35.16
	TR0132581	23-MAY-10	TMC / CONSORTIA		2.64	0.00	0.72	3.36
	TA0132581	23-MAY-10	T/A COMMISSIONS		12.15	0.00	3.33	15.48
	41399001	31-MAY-10	5066A-DIRECWAY		160.00	15.60	48.07	223.67
	41413745	31-MAY-10	Actual-1000A-RO		1260.45	0.00	345.61	1606.06
	41414620	31-MAY-10	Actual-1210A-MA		378.14	0.00	103.64	481.78
	41396767	31-MAY-10	5033A-HSS SOFTW		115.28	11.24	34.67	161.19
	41413641	31-MAY-10	Actual-1800A-RE		579.81	0.00	159.01	738.82
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			Sub Total		2948.48	26.84	817.75	3793.07
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JUN-2010	30448679	04-JUN-10	OTA Credit		(9.47)	0.00	0.00	(9.47)
	TA0139184	20-JUN-10	T/A COMMISSIONS		8.16	0.00	2.12	10.28
	1139184	20-JUN-10	GDS & INTERNET		24.00	0.00	6.19	30.19
	21139023	22-JUN-10	WYNREWARDS 5%		330.99	0.00	85.52	416.51
	41443279	30-JUN-10	Actual-1000A-RO		1711.22	0.00	442.33	2153.55
	41444483	30-JUN-10	Actual-1210A-MA		513.37	0.00	132.73	646.10
	41429359	30-JUN-10	5066A-DIRECWAY		160.00	15.60	45.35	220.95
	41445536	30-JUN-10	Actual-1800A-RE		787.16	0.00	203.49	990.65
	41430803	30-JUN-10	5033A-HSS SOFTW		115.28	11.24	32.71	159.23

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Sub Total	3640.71	26.84	950.44	4617.99
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JUL-2010	TA0145953	18-JUL-10	T/A COMMISSIONS	34.62	0.00	8.44	43.06
	1145953	18-JUL-10	GDS & INTERNET	38.80	0.00	9.40	48.20
	TM0145953	18-JUL-10	MEMBER BENEFIT	15.66	0.00	3.76	19.42

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	21143230	22-JUL-10	WYNREWARDS 5%		52.88	0.00	12.84	65.72
	41474470	31-JUL-10	Actual-1800A-RE		723.89	0.00	175.91	899.80
	41473772	31-JUL-10	Actual-1210A-MA		472.10	0.00	114.74	586.84
	41472424	31-JUL-10	Actual-1000A-RO		1573.67	0.00	382.41	1956.08
	41458744	31-JUL-10	5066A-DIRECWAY		160.00	15.60	42.64	218.24
			Sub Total		3071.62	15.60	750.14	3837.36
AUG-2010	TM0152527	22-AUG-10	MEMBER BENEFIT		14.55	0.00	3.36	17.91
	1152527	22-AUG-10	GDS & INTERNET		13.80	0.00	3.13	16.93
	21145178	22-AUG-10	WYNREWARDS 5%		4.05	0.00	0.90	4.95
	10489683	26-AUG-10	GUEST SRVCS TRA		160.00	0.00	36.48	196.48
	10489682	26-AUG-10	GUEST SATISFACT		50.00	0.00	11.44	61.44
	41514934	31-AUG-10	Accrual-1000A-R	*	1991.90	0.00	454.13	2446.03
	41515867	31-AUG-10	Accrual-1800A-R	*	916.27	0.00	208.87	1125.14
	41515716	31-AUG-10	Accrual-1210A-M	*	597.57	0.00	136.21	733.78
	41493354	31-AUG-10	5066A-DIRECWAY		160.00	15.60	40.00	215.60

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SEP-2010		Sub Total		3908.14	15.60	894.52	4818.26
TA0158863	19-SEP-10	T/A COMMISSIONS	116.67	0.00	24.80	141.47	
1158863	19-SEP-10	GDS & INTERNET	116.90	0.00	24.82	141.72	
TM0158863	19-SEP-10	MEMBER BENEFIT	12.55	0.00	2.64	15.19	
21148946	22-SEP-10	WYNREWARDS 5%	244.68	0.00	51.98	296.66	
21148063	22-SEP-10	WYNREWARDS CRDT	(242.79)	0.00	0.00	(242.79)	
41547186	30-SEP-10	Actual-1000A-RO	1761.15	0.00	374.32	2135.47	
41548842	30-SEP-10	Actual-1210A-MA	528.34	0.00	112.32	640.66	
41524421	30-SEP-10	5096A-SOFTHOTEL	272.30	26.55	63.47	362.32	
30494542	30-SEP-10	DIRECWAY SRV CA	750.00	73.13	174.94	998.07	
41549342	30-SEP-10	Actual-1800A-RE	810.13	0.00	172.19	982.32	
41524809	30-SEP-10	5066A-DIRECWAY	160.00	15.60	37.29	212.89	

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
Sub Total				4529.93	115.28	1038.77	5683.98	
OCT-2010	10501710	07-OCT-10	GUEST SRVCS TRA	160.00	0.00	34.00	194.00	
	10501712	07-OCT-10	GUEST SATISFACT	30.00	0.00	6.42	36.42	
	1164937	17-OCT-10	GDS & INTERNET	60.80	0.00	11.98	72.78	

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TA0164937	17-OCT-10	T/A COMMISSIONS	12.86	0.00	2.53	15.39
21151852	22-OCT-10	WYNREWARDS CRDT	(27.24)	0.00	0.00	(27.24)
21152284	22-OCT-10	WYNREWARDS 5%	351.43	0.00	69.42	420.85
10506351	28-OCT-10	GUEST SRVCS TRA	160.00	0.00	31.60	191.60
10506350	28-OCT-10	GUEST SATISFACT	69.31	0.00	13.66	82.97
41570923	31-OCT-10	Actual-1210A-MA	455.29	0.00	90.05	545.34
41573151	31-OCT-10	Actual-1000A-RO	1517.65	0.00	300.07	1817.72
41571972	31-OCT-10	Actual-1800A-RE	698.12	0.00	138.03	836.15
41560795	31-OCT-10	5096A-SOFTHOTEL	272.30	26.55	58.99	357.84
41560546	31-OCT-10	5066A-DIRECWAY	160.00	15.60	34.65	210.25
Sub Total			3920.52	42.15	791.40	4754.07
NOV-2010	10509049	GUEST SRVCS TRA	160.00	0.00	31.60	191.60
10509051	10-NOV-10	GUEST SATISFACT	25.00	0.00	4.98	29.98
TM0172413	21-NOV-10	MEMBER BENEFIT	81.11	0.00	14.80	95.91
TR0172413	21-NOV-10	TMC / CONSORTIA	3.89	0.00	0.71	4.60
TA0172413	21-NOV-10	T/A COMMISSIONS	5.13	0.00	0.95	6.08
1172413	21-NOV-10	GDS & INTERNET	82.20	0.00	14.92	97.12
21154514	22-NOV-10	WYNREWARDS CRDT	(55.80)	0.00	0.00	(55.80)
21155000	22-NOV-10	WYNREWARDS 5%	253.41	0.00	46.13	299.54
41597699	30-NOV-10	5066A-DIRECWAY	160.00	15.60	31.93	207.53
41597002	30-NOV-10	5096A-SOFTHOTEL	272.30	26.55	54.36	353.21
41614567	30-NOV-10	Actual-1000A-RO	1269.55	0.00	231.05	1500.60
41613532	30-NOV-10	Actual-1210A-MA	380.87	0.00	69.28	450.15
41613882	30-NOV-10	Actual-1800A-RE	583.99	0.00	106.28	690.27

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
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DEC-2010	10515943	15-DEC-10	GUEST SATISFACT					
	10516022	15-DEC-10	GUEST SRVCS TRA		40.00	0.00	7.28	47.28
	TM0177940	20-DEC-10	MEMBER BENEFIT		160.00	0.00	29.12	189.12
	TA0177940	20-DEC-10	T/A COMMISSIONS		7.20	0.00	1.20	8.40
	1177940	20-DEC-10	GDS & INTERNET		34.18	0.00	5.68	39.86
	21156226	22-DEC-10	WYNREWARDS 5%		79.20	0.00	13.21	92.41
	41628036	31-DEC-10	5096A-SOFTHOTEL		192.06	0.00	31.99	224.05
	41628851	31-DEC-10	5066A-DIRECWAY		272.30	26.55	49.73	348.58
	41639659	31-DEC-10	Actual-1210A-MA		160.00	15.60	29.21	204.81
	41641602	31-DEC-10	Actual-1000A-RO		413.79	0.00	68.89	482.68
	41640282	31-DEC-10	Actual-1800A-RE		1379.30	0.00	229.66	1608.96
					634.48	0.00	105.63	740.11
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	Sub Total				3372.51	42.15	571.60	3986.26

JAN-2011	TM0185595	16-JAN-11	MEMBER BENEFIT		6.88	0.00	1.16	8.04
	TA0185595	16-JAN-11	T/A COMMISSIONS		4.30	0.00	0.72	5.02
	1185595	16-JAN-11	GDS & INTERNET		24.00	0.00	4.00	28.00
	21160767	22-JAN-11	WYNREWARDS 5%		209.58	0.00	34.37	243.95
	41653784	31-JAN-11	5066A-DIRECWAY		160.00	15.60	27.98	203.58
	41675684	31-JAN-11	Actual-1800A-RE		264.61	0.00	42.20	306.81
	41673782	31-JAN-11	Actual-1210A-MA		172.57	0.00	27.50	200.07
	41654074	31-JAN-11	5096A-SOFTHOTEL		272.30	26.55	47.64	346.49
	41677818	31-JAN-11	Actual-1000A-RO		575.25	0.00	91.78	667.03
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	Sub Total				1689.49	42.15	277.35	2008.99

FEB-2011	1191424	20-FEB-11	GDS & INTERNET		4.60	0.00	0.69	5.29
	TA0191424	20-FEB-11	T/A COMMISSIONS		4.64	0.00	0.69	5.33
	21161059	22-FEB-11	WYNREWARDS 5%		126.47	0.00	18.79	145.26
	41706824	28-FEB-11	Accrual-1000A-R *		1032.45	0.00	150.22	1182.67

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
MAR-2011	41694655	28-FEB-11	5096A-SOFTHOTEL		272.30	26.55	43.46	342.31
	41693310	28-FEB-11	5066A-DIRECWAY		160.00	15.60	25.52	201.12
	41705219	28-FEB-11	Accrual-1800A-R	*	474.93	0.00	69.08	544.01
	41705748	28-FEB-11	Accrual-1210A-M	*	309.74	0.00	45.08	354.82
			Sub Total		2385.13	42.15	353.53	2780.81
MAR-2011	1198225	13-MAR-11	GDS & INTERNET		9.20	0.00	1.26	10.46
	21165302	22-MAR-11	WYNREWARDS 5%		268.07	0.00	36.08	304.15
	41739438	31-MAR-11	Accrual-1000A-R	*	1770.30	0.00	230.13	2000.43
	41740406	31-MAR-11	Accrual-1210A-M	*	531.09	0.00	69.04	600.13
	41724749	31-MAR-11	5096A-SOFTHOTEL		272.30	26.55	38.83	337.68
APR-2011	41738321	31-MAR-11	Accrual-1800A-R	*	814.34	0.00	105.87	920.21
	41725533	31-MAR-11	5066A-DIRECWAY		160.00	15.60	22.81	198.41
			Sub Total		3825.30	42.15	504.02	4371.47
	21166795	22-APR-11	WYNREWARDS 5%		248.56	0.00	29.57	278.13
	TA0205458	27-APR-11	T/A COMMISSIONS		22.80	0.00	2.64	25.44
APR-2011	TM0205458	27-APR-11	MEMBER BENEFIT		69.24	0.00	8.06	77.30
	1205458	27-APR-11	GDS & INTERNET		47.00	0.00	5.50	52.50
	10538183	28-APR-11	GUEST SRVCS TRA		160.00	0.00	18.56	178.56
	10538185	28-APR-11	GUEST SATISFACT		50.00	0.00	5.82	55.82
	41756845	30-APR-11	5066A-DIRECWAY		160.00	15.60	20.17	195.77
APR-2011	41770175	30-APR-11	Accrual-1000A-R	*	1451.55	0.00	166.92	1618.47
	41757916	30-APR-11	5096A-SOFTHOTEL		272.30	26.55	34.35	333.20
	41770443	30-APR-11	Accrual-1800A-R	*	667.71	0.00	76.80	744.51
	41773504	30-APR-11	Accrual-1210A-M	*	435.47	0.00	50.07	485.54
			Sub Total		3825.30	42.15	504.02	4371.47

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	30588172	11-MAY-11	Duplicate GSA/I		(23.00)	0.00	0.00	(23.00)
	21170797	22-MAY-11	WYNREWARDS 5%		232.51	0.00	24.17	256.68
	1212267	27-MAY-11	GDS & INTERNET		10.20	0.00	1.04	11.24
	TA0212267	27-MAY-11	T/A COMMISSIONS		14.14	0.00	1.43	15.57
	41786870	31-MAY-11	5096A-SOFTHOTEL	*	272.30	26.55	29.72	328.57
	41803356	31-MAY-11	Accrual-1000A-R	*	1365.90	0.00	135.90	1501.80
	41803516	31-MAY-11	Accrual-1800A-R	*	628.31	0.00	62.51	690.82
	41788737	31-MAY-11	5066A-DIRECWAY	*	160.00	15.60	17.46	193.06
	41804257	31-MAY-11	Accrual-1210A-M	*	409.77	0.00	40.77	450.54
				Sub Total	3040.79	42.15	313.00	3395.94
JUN-2011	21173006	22-JUN-11	WYNREWARDS 5%		176.70	0.00	15.64	192.34
	10547746	23-JUN-11	GUEST SATISFACT		20.00	0.00	1.76	21.76
	10547744	23-JUN-11	GUEST SRVCS TRA		160.00	0.00	14.08	174.08
	41832369	30-JUN-11	Accrual-1800A-R	*	751.57	0.00	63.50	815.07
	41814917	30-JUN-11	5066A-DIRECWAY		160.00	15.60	14.82	190.42
	41813972	30-JUN-11	5096A-SOFTHOTEL		272.30	26.55	25.24	324.09

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41832458	30-JUN-11	Accrual-1210A-M *	490.16	0.00	41.42	531.58
41831840	30-JUN-11	Accrual-1000A-R *	1633.85	0.00	138.05	1771.90
=====						
		Sub Total	3664.58	42.15	314.51	4021.24
=====						
JUL-2011	21176805	WYNREWARDS 5%	353.82	0.00	26.00	379.82
	10554984	GUEST SATISFACT	40.00	0.00	2.82	42.82
	10554982	GUEST SRVCS TRA	160.00	0.00	11.28	171.28
	41867191	Accrual-1210A-M *	390.56	0.00	26.94	417.50
	41848111	5066A-DIRECWAY	160.00	15.60	12.10	187.70
	41848630	5096A-SOFTHOTEL	272.30	26.55	20.61	319.46
	41865018	Accrual-1000A-R *	1301.85	0.00	89.83	1391.68
	41865602	Accrual-1800A-R *	598.85	0.00	41.31	640.16

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Report Date : 26-JAN-12

ITEMIZED STATEMENT

Customer No : 04966-95618-02-DAY
Address : 3670 ROY MESSER HWY., WHITE PINE, TN, 37890-4008, US
As of Date: 26-JAN-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total

=====								
				Sub Total	3277.38	42.15	230.89	3550.42
=====								
AUG-2011	10558733	11-AUG-11	GUEST SATISFACT		56.82	0.00	3.60	60.42
	10558796	11-AUG-11	GUEST SRVCS TRA		160.00	0.00	10.16	170.16
	21179670	22-AUG-11	WYNREWARDS 5%		305.30	0.00	17.70	323.00

Page 12 of 15

41884556	31-AUG-11	5066A-DIRECWAY	160.00	15.60	9.39	184.99
41882085	31-AUG-11	5096A-SOFTHOTEL	285.92	27.88	16.78	330.58
41898253	31-AUG-11	Accrual-1000A-R *	1633.15	0.00	87.37	1720.52
41899221	31-AUG-11	Accrual-1210A-M *	489.95	0.00	26.20	516.15
41900588	31-AUG-11	Accrual-1800A-R *	751.25	0.00	40.18	791.43
=====						
		Sub Total	3842.39	43.48	211.38	4097.25
=====						
SEP-2011	30617572	2012 ALLIANCE D	630.00	0.00	0.00	630.00
	30619741	ONLINE LRNG LIB	50.00	0.00	2.31	52.31
	21183754	WYNREWARDS 5%	318.44	0.00	13.54	331.98
	30628333	GLOBAL CONFEREN	999.00	0.00	0.00	999.00
	41913131	5096A-SOFTHOTEL	285.92	27.88	12.08	325.88
	41927355	Accrual-1800A-R *	647.52	0.00	24.93	672.45
	41914103	5066A-DIRECWAY	160.00	15.60	6.75	182.35
	41926133	Accrual-1210A-M *	422.30	0.00	16.26	438.56
	41924717	Accrual-1000A-R *	1407.65	0.00	54.19	1461.84
=====						
		Sub Total	4920.83	43.48	130.06	5094.37
=====						
OCT-2011	10576328	GUEST SATISFACT	45.00	0.00	1.29	46.29
	10576326	GUEST SRVCS TRA	160.00	0.00	4.56	164.56
	21184830	WYNREWARDS 5%	369.67	0.00	10.17	379.84
	10577429	GUEST SRVCS TRA	160.00	0.00	4.00	164.00
	1245698	GDS & INTERNET	4.95	0.00	0.13	5.08
	10577431	GUEST SATISFACT	30.00	0.00	0.76	30.76
	41964364	Accrual-1800A-R *	708.22	0.00	16.29	724.51

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Report Date : 26-JAN-12

ITEMIZED STATEMENT

Customer No : 04966-95618-02-DAY
Address : 3670 ROY MESSER HWY., WHITE PINE, TN, 37890-4008, US
As of Date: 26-JAN-2012

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	41962077	31-OCT-11	Accrual-1000A-R	*	1539.60	0.00	35.41	1575.01
	41963343	31-OCT-11	Accrual-1210A-M	*	461.88	0.00	10.62	472.50
	41937943	31-OCT-11	5066A-DIRECTWAY		160.00	15.60	4.04	179.64
	41938095	31-OCT-11	5096A-SOFTHOTEL		285.92	27.88	7.21	321.01
			Sub Total		3925.24	43.48	94.48	4063.20
NOV-2011	21189550	22-NOV-11	WYNREWARDS 5%		164.90	0.00	1.98	166.88
	41970144	30-NOV-11	5096A-SOFTHOTEL		285.92	27.88	2.51	316.31
	41990026	30-NOV-11	Accrual-1210A-M	*	357.95	0.00	2.86	360.81
	41987411	30-NOV-11	Accrual-1800A-R	*	548.85	0.00	4.39	553.24
	41971066	30-NOV-11	5066A-DIRECTWAY		160.00	15.60	1.40	177.00
	41987944	30-NOV-11	Accrual-1000A-R	*	1193.15	0.00	9.55	1202.70
			Sub Total		2710.77	43.48	22.69	2776.94
DEC-2011	10586532	21-DEC-11	GUEST SRVCS TRA		160.00	0.00	0.00	160.00
	10586531	21-DEC-11	GUEST SATISFACT		35.00	0.00	0.00	35.00
	21191234	22-DEC-11	WYNREWARDS 5%		175.84	0.00	0.00	175.84
	42026241	31-DEC-11	Accrual-1800A-R	*	555.50	0.00	0.00	555.50
	42008261	31-DEC-11	5096A-SOFTHOTEL		285.92	27.88	0.00	313.80
	42010172	31-DEC-11	5066A-DIRECTWAY		160.00	15.60	0.00	175.60
	42025619	31-DEC-11	Accrual-1210A-M	*	362.28	0.00	0.00	362.28
	42025952	31-DEC-11	Accrual-1000A-R	*	1207.60	0.00	0.00	1207.60
			Sub Total		2942.14	43.48	0.00	2985.62
JAN-2012	10587488	04-JAN-12	GUEST SRVCS TRA		160.00	0.00	0.00	160.00
	10587487	04-JAN-12	GUEST SATISFACT		54.00	0.00	0.00	54.00

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11

Report Date : 26-JAN-12

ITEMIZED STATEMENT

Customer No : 04966-95618-02-DAY
Address : 3670 ROY MESSER HWY., WHITE PINE, TN, 37890-4008, US
As of Date: 26-JAN-2012

[illegible]

Requested By: Yelena Danishevsky

* Please note the accruals on your account are estimates. Make sure to promptly submit your actual gross room revenue and rooms sold.

END OF REPORT



Shipment Receipt

Transaction Date: 30 Jan 2012 Tracking Number: 1Z22445X0297236168

1 Address Information

Ship To: Sachidanand Investments, Inc. Sonny Patel Days Inn 3670 Roy Messer Highway WHITE PINE TN 378904008 Telephone:(865) 483-5615	Ship From: Wyndham Hotel Group - 22 Sylvan Elena Danishevsky 22 Sylvan Way Parsippany NJ 07054 Telephone:973-753-7236	Return Address: Wyndham Hotel Group - 22 Sylvan Elena Danishevsky 22 Sylvan Way Parsippany NJ 07054 Telephone:973-753-7236
---	---	--

2 Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. Letter	UPS Letter		Reference # 1 - 006-1696

3 UPS Shipping Service and Shipping Options

Service: UPS 2nd Day Air
Guaranteed By: End of Day Wednesday, Feb 1, 2012

Shipping Fees Subtotal:	15.86 USD
Transportation	12.10 USD
Fuel Surcharge	1.76 USD
Delivery Area Surcharge- Extended	
Package 1	2.00 USD

4 Payment Information

Bill Shipping Charges to: Shipper's Account 22445X

A discount has been applied to the Daily rates for this shipment

Total Charged:	15.86 USD
Negotiated Total:	7.81 USD

Note: Your invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

EXHIBIT E

WYNDHAM

HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 • fax (800) 880-9445
www.wyndhamworldwide.com

April 3, 2012

VIA 2 DAY DELIVERY METHOD

Mr. Sonny Patel
SACHIDAND INVESTMENTS, INC.
3670 Roy Messer Highway
White Pine, TN 37890

**RE: NOTICE OF CONTINUING MONETARY DEFAULT RELATING TO DAYS®
UNIT #4966-95618-2 LOCATED IN WHITE PINE, TN (THE "FACILITY")**

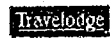
Dear Mr. Patel:

I write on behalf of DAYS INNS WORLDWIDE, INC. ("we," "us," or "our") regarding the License Agreement dated April 7, 2002 between Sachidand Investments, Inc. ("you" or "your") and us (the "Agreement"). You will recall that, on January 30, 2012, we sent you a default notice because of your failure to meet your financial obligations to us. That notice required you to cure the default within 30 days. However, you did not cure your default within the time permitted.

Your failure to cure your default within the time permitted also allows us to terminate the Agreement (including your License to operate the Facility as a Days facility) immediately upon written notice to you. We would prefer, however, to keep our affiliation with you. Accordingly, we will allow you an additional period of 30 days from the date of this letter to cure your default. Please be advised that as of April 2, 2012 your account is now past due in the amount of \$112,351.17. We have enclosed an itemized statement detailing the fees past due. Please understand that we are not waiving this default or any other default under the Agreement by extending your cure period. We are simply giving you a final opportunity to avoid termination. By copy of this letter, we are also informing your guarantors of your default.

WYNDHAM

HOTEL GROUP



Mr. Sonny Patel

April 3, 2012

Page 2

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (800) 443-3009.

Sincerely yours,



Suzanne Fenimore

Director

Contracts Compliance, Legal

Enclosure

cc: Ishver Patel (Guarantor)
Babu Patel (Guarantor)
Clyde Guinn
Mona Christian
Valerie Capers Workman

Report Date : 02-APR-12

ITEMIZED STATEMENT

As of Date (DD-MMM-YYYY): 02-APR-2012
 Customer No : 04966-95618-02-DAY
 Category Set :
 Category Group :
 Group No :
 Bankruptcy : No Bankruptcy Sites
 Disputed : No
 Finance Charges Included: Yes

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Report Date : 02-APR-12

ITEMIZED STATEMENT

Customer No : 04966-95618-02-DAY
 Address : 3670 ROY MESSER HWY., WHITE PINE, TN, 37890-4008, US
 As of Date: 02-APR-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
NOV-2009	21119494	22-NOV-09	WYNREWARDS 5%		216.21	0.00	59.26	275.47
	41209387	30-NOV-09	Actual-1000A-RO		1410.66	0.00	522.68	1933.34
	41210581	30-NOV-09	Actual-1210A-MA		423.20	0.00	167.49	590.69
	41210696	30-NOV-09	Actual-1800A-RE		648.90	0.00	256.78	905.68
				Sub Total	2698.97	0.00	1006.21	3705.18

DEC-2009	10433874	09-DEC-09	GUEST SRVCS TRA	100.00	0.00	39.45	139.45
	10433876	09-DEC-09	GUEST.SATISFACT	30.00	0.00	11.91	41.91
	21123073	22-DEC-09	WYNREWARDS 5%	216.45	0.00	81.99	298.44
	1099867	24-DEC-09	GDS & INTERNET	45.50	0.00	17.29	62.79
	TA0099867	24-DEC-09	T/A COMMISSIONS	10.93	0.00	4.12	15.05
	30383859	31-DEC-09	DEC-09 PRORATE	154.84	15.10	64.35	234.29
	41233765	31-DEC-09	Actual-1000A-RO	1259.57	0.00	476.59	1736.16
	41236381	31-DEC-09	Actual-1210A-MA	377.87	0.00	143.04	520.91
	41224510	31-DEC-09	5033A-HSS SOFTW	109.79	10.70	45.73	166.22
	41236043	31-DEC-09	Actual-1800A-RE	579.40	0.00	219.24	798.64
			Sub Total	2884.35	25.80	1103.71	4013.86
JAN-2010	30388326	12-JAN-10	CRS REACTIVATIO	200.00	0.00	75.80	275.80
	21125521	22-JAN-10	WYNREWARDS 5%	131.33	0.00	47.99	179.32
	1105961	29-JAN-10	GDS & INTERNET	13.05	0.00	4.77	17.82
	41256871	31-JAN-10	5066A-DIRECWAY	160.00	15.60	64.04	239.64
	41257994	31-JAN-10	5033A-HSS SOFTW	109.79	10.70	44.04	164.53
	41276267	31-JAN-10	Actual-1800A-RE	507.54	0.00	185.22	692.76
	41276651	31-JAN-10	Actual-1210A-MA	331.00	0.00	120.80	451.80
	41274904	31-JAN-10	Actual-1000A-RO	1103.34	0.00	402.60	1505.94
			Sub Total	2556.05	26.30	945.26	3527.61
FEB-2010	30399549	11-FEB-10	CRS REACTIVATIO	200.00	0.00	73.00	273.00
	21129885	22-FEB-10	WYNREWARDS 5%	196.27	0.00	68.55	264.82

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Report Date : 02-APR-12

ITEMIZED STATEMENT

Customer No : 04966-95618-02-DAY
 Address : 3670 ROY MESSER HWY., WHITE PINE, TN, 37890-4008, US
 As of Date: 02-APR-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
MAR-2010	30406021	28-FEB-10	CK#3121		20.00	0.00	6.99	26.99
	41303892	28-FEB-10	Actual-1000A-RO		1035.12	0.00	361.37	1396.49
	41289479	28-FEB-10	5066A-DIRECWAY		160.00	15.60	61.33	236.93
	41302762	28-FEB-10	Actual-1800A-RE		476.16	0.00	166.23	642.39
	41302998	28-FEB-10	Actual-1210A-MA		310.54	0.00	108.39	418.93
	41289255	28-FEB-10	5033A-HSS SOFTW		109.79	10.70	42.17	162.66
				Sub Total	2507.88	26.30	888.03	3422.21
MAR-2010	1112369	03-MAR-10	GDS & INTERNET		4.35	0.00	1.58	5.93
	21131804	22-MAR-10	WYNREWARDS 5%		274.21	0.00	91.70	365.91
	TM0118842	29-MAR-10	MEMBER BENEFIT		18.94	0.00	6.26	25.20
	1118842	29-MAR-10	GDS & INTERNET		22.75	0.00	7.57	30.32
	TA0118842	29-MAR-10	T/A COMMISSIONS		11.79	0.00	3.94	15.73
	41344391	31-MAR-10	Actual-1210A-MA		596.69	0.00	199.60	796.29
	41345012	31-MAR-10	Actual-1800A-RE		914.93	0.00	306.00	1220.93
	41343262	31-MAR-10	Actual-1000A-RO		1988.97	0.00	665.29	2654.26
	41324812	31-MAR-10	5033A-HSS SOFTW		109.77	10.70	40.36	160.83
	41322972	31-MAR-10	5066A-DIRECWAY		160.00	15.60	58.69	234.29
				Sub Total	4102.40	26.30	1380.99	5509.69
APR-2010	30427800	14-APR-10	ONLINE LRNG LIB		50.00	0.00	16.79	66.79
	1125167	18-APR-10	GDS & INTERNET		84.65	0.00	26.99	111.64
	TM0125167	18-APR-10	MEMBER BENEFIT		28.79	0.00	9.22	38.01
	TA0125167	18-APR-10	T/A COMMISSIONS		12.99	0.00	4.10	17.09
	10457557	22-APR-10	GUEST SRVCS TRA		100.00	0.00	31.90	131.90
	10457559	22-APR-10	GUEST SATISFACT		94.08	0.00	30.02	124.10
	21135414	22-APR-10	WYNREWARDS 5%		436.72	0.00	139.31	576.03
	41371971	30-APR-10	Actual-1800A-RE		641.84	0.00	204.57	846.41
	41373785	30-APR-10	Actual-1000A-RO		1395.31	0.00	444.67	1839.98
	41372528	30-APR-10	Actual-1210A-MA		418.59	0.00	133.42	552.01
	41361010	30-APR-10	5066A-DIRECWAY		160.00	15.60	55.98	231.58
	41362371	30-APR-10	5033A-HSS SOFTW		115.28	11.24	40.35	166.87

Report Date : 02-APR-12

ITEMIZED STATEMENT

Customer No : 04966-95618-02-DAY
 Address : 3670 ROY MESSER HWY., WHITE PINE, TN, 37890-4008, US
 As of Date: 02-APR-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
				Sub Total	3538.25	26.84	1137.32	4702.41
<hr/>								
MAY-2010	10461466	13-MAY-10	GUEST SATISFACT		43.03	0.00	13.78	56.81
	10461467	13-MAY-10	GUEST SRVCS TRA		100.00	0.00	31.90	131.90
	21135646	22-MAY-10	WYNREWARDS 5%		253.63	0.00	77.06	330.69
	TA0132581	23-MAY-10	T/A COMMISSIONS		12.15	0.00	3.70	15.85
	TM0132581	23-MAY-10	MEMBER BENEFIT		15.75	0.00	4.77	20.52
	TR0132581	23-MAY-10	TMC / CONSORTIA		2.64	0.00	0.80	3.44
	1132581	23-MAY-10	GDS & INTERNET		27.60	0.00	8.39	35.99
	41396767	31-MAY-10	5033A-HSS SOFTW		115.28	11.24	38.46	164.98
	41413745	31-MAY-10	Actual-1000A-RO		1260.45	0.00	383.43	1643.88
	41413641	31-MAY-10	Actual-1800A-RE		579.81	0.00	176.41	756.22
	41414620	31-MAY-10	Actual-1210A-MA		378.14	0.00	114.98	493.12
	41399001	31-MAY-10	5066A-DIRECWAY		160.00	15.60	53.34	228.94
					Sub Total	26.84	907.02	3882.34
JUN-2010	30448679	04-JUN-10	OTA Credit		(9.47)	0.00	0.00	(9.47)
	TA0139184	20-JUN-10	T/A COMMISSIONS		8.16	0.00	2.37	10.53
	1139184	20-JUN-10	GDS & INTERNET		24.00	0.00	6.91	30.91
	21139023	22-JUN-10	WYNREWARDS 5%		330.99	0.00	95.45	426.44
	41445536	30-JUN-10	Actual-1800A-RE		787.16	0.00	227.10	1014.26
	41444483	30-JUN-10	Actual-1210A-MA		513.37	0.00	148.13	661.50
	41430803	30-JUN-10	5033A-HSS SOFTW		115.28	11.24	36.50	163.02
	41429359	30-JUN-10	5066A-DIRECWAY		160.00	15.60	50.62	226.22
	41443279	30-JUN-10	Actual-1000A-RO		1711.22	0.00	493.66	2204.88

=====	=====	=====	=====
3640.71	26.84	1060.74	4728.29
=====	=====	=====	=====

Sub Total

JUL-2010

1145953

18-JUL-10

GDS & INTERNET

38.80

0.00

10.56

49.36

TM0145953

18-JUL-10

MEMBER BENEFIT

15.66

0.00

4.23

19.89

TA0145953

18-JUL-10

T/A COMMISSIONS

34.62

0.00

9.48

44.10

Page 4 of 13

Report Date : 02-APR-12

ITEMIZED STATEMENT

Customer No : 04966-95618-02-DAY
 Address : 3670 ROY MESSER HWY., WHITE PINE, TN, 37890-4008, US
 As of Date: 02-APR-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total

	21143230	22-JUL-10	WYNREWARDS 5%		52.88	0.00	14.43	67.31
	41473772	31-JUL-10	Actual-1210A-MA		472.10	0.00	128.91	601.01
	41474470	31-JUL-10	Actual-1800A-RE		723.89	0.00	197.63	921.52
	41472424	31-JUL-10	Actual-1000A-RO		1573.67	0.00	429.62	2003.29
	41458744	31-JUL-10	5066A-DIRECWAY		160.00	15.60	47.91	223.51

			Sub Total		3071.62	15.60	842.77	3929.99
=====								
AUG-2010	1152527	22-AUG-10	GDS & INTERNET		13.80	0.00	3.54	17.34
	21145178	22-AUG-10	WYNREWARDS 5%		4.05	0.00	1.02	5.07
	TM0152527	22-AUG-10	MEMBER BENEFIT		14.55	0.00	3.80	18.35
	10489682	26-AUG-10	GUEST SATISFACT		50.00	0.00	12.95	62.95
	10489683	26-AUG-10	GUEST SRVCS TRA		160.00	0.00	41.28	201.28
	41514934	31-AUG-10	Accrual-1000A-R	*	1991.90	0.00	513.88	2505.78
	41493354	31-AUG-10	5066A-DIRECWAY		160.00	15.60	45.27	220.87
	41515716	31-AUG-10	Accrual-1210A-M	*	597.57	0.00	154.13	751.70
	41515867	31-AUG-10	Accrual-1800A-R	*	916.27	0.00	236.36	1152.63

		Sub Total	3908.14	15.60	1012.23	4935.97	
SEP-2010	TA0158863	19-SEP-10	T/A COMMISSIONS	116.67	0.00	28.30	144.97
	TM0158863	19-SEP-10	MEMBER BENEFIT	12.55	0.00	3.01	15.56
	1158863	19-SEP-10	GDS & INTERNET	116.90	0.00	28.33	145.23
	21148946	22-SEP-10	WYNREWARDS 5%	244.68	0.00	59.32	304.00
	21148063	22-SEP-10	WYNREWARDS CRDT	(242.79)	0.00	0.00	(242.79)
	41524421	30-SEP-10	5096A-SOFTHOTEL	272.30	26.55	72.43	371.28
	41548842	30-SEP-10	Actual-1210A-MA	528.34	0.00	128.17	656.51
	41547186	30-SEP-10	Actual-1000A-RO	1761.15	0.00	427.16	2188.31
	41549342	30-SEP-10	Actual-1800A-RE	810.13	0.00	196.50	1006.63
	30494542	30-SEP-10	DIRECWAY SRV CA	750.00	73.13	199.64	1022.77
	41524809	30-SEP-10	5066A-DIRECWAY	160.00	15.60	42.56	218.16

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
OCT-2010	10501712	07-OCT-10	GUEST SATISFACT		30.00	0.00	7.33	37.33
	10501710	07-OCT-10	GUEST SRVCS TRA		160.00	0.00	38.80	198.80
	1164937	17-OCT-10	GDS & INTERNET		60.80	0.00	13.80	74.60
Sub Total					4529.93	115.28	1185.42	5830.63

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TA0164937	17-OCT-10	T/A COMMISSIONS	12.86	0.00	2.92	15.78
21152284	22-OCT-10	WYNREWARDS 5%	351.43	0.00	79.97	431.40
21151852	22-OCT-10	WYNREWARDS CRDT	(27.24)	0.00	0.00	(27.24)
10506350	28-OCT-10	GUEST SATISFACT	69.31	0.00	15.73	85.04
10506351	28-OCT-10	GUEST SRVCS TRA	160.00	0.00	36.40	196.40
41570923	31-OCT-10	Actual-1210A-MA	455.29	0.00	103.71	559.00
41573151	31-OCT-10	Actual-1000A-RO	1517.65	0.00	345.60	1863.25
41560546	31-OCT-10	5066A-DIRECWAY	160.00	15.60	39.92	215.52
41571972	31-OCT-10	Actual-1800A-RE	698.12	0.00	158.97	857.09
41560795	31-OCT-10	5096A-SOFTHOTEL	272.30	26.55	67.95	366.80

Sub Total

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3920.52	42.15	911.10	4873.77
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NOV-2010

10509051	10-NOV-10	GUEST SATISFACT	25.00	0.00	5.73	30.73
10509049	10-NOV-10	GUEST SRVCS TRA	160.00	0.00	36.40	196.40
TM0172413	21-NOV-10	MEMBER BENEFIT	81.11	0.00	17.24	98.35
1172413	21-NOV-10	GDS & INTERNET	82.20	0.00	17.38	99.58
TR0172413	21-NOV-10	TMC / CONSORTIA	3.89	0.00	0.83	4.72
TA0172413	21-NOV-10	T/A COMMISSIONS	5.13	0.00	1.10	6.23
21154514	22-NOV-10	WYNREWARDS CRDT	(55.80)	0.00	0.00	(55.80)
21155000	22-NOV-10	WYNREWARDS 5%	253.41	0.00	53.73	307.14
41614567	30-NOV-10	Actual-1000A-RO	1269.55	0.00	269.14	1538.69
41597002	30-NOV-10	5096A-SOFTHOTEL	272.30	26.55	63.32	362.17
41597699	30-NOV-10	5066A-DIRECWAY	160.00	15.60	37.20	212.80
41613882	30-NOV-10	Actual-1800A-RE	583.99	0.00	123.80	707.79
41613532	30-NOV-10	Actual-1210A-MA	380.87	0.00	80.70	461.57

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
DEC-2010	10516022 10515943 TA0177940 TM0177940 1177940 21156226 41628851 41628036 41639659 41640282 41641602	15-DEC-10 15-DEC-10 20-DEC-10 20-DEC-10 20-DEC-10 22-DEC-10 31-DEC-10 31-DEC-10 31-DEC-10 31-DEC-10 31-DEC-10	GUEST SRVCS TRA GUEST SATISFACT T/A COMMISSIONS MEMBER BENEFIT GDS & INTERNET WYNREWARDS 5% 5066A-DIRECWAY 5096A-SOFTHOTEL Actual-1210A-MA Actual-1800A-RE Actual-1000A-RO	Sub Total	3221.65	42.15	706.57	3970.37
					160.00	0.00	33.92	193.92
					40.00	0.00	8.48	48.48
					34.18	0.00	6.71	40.89
					7.20	0.00	1.41	8.61
					79.20	0.00	15.59	94.79
					192.06	0.00	37.75	229.81
					160.00	15.60	34.48	210.08
					272.30	26.55	58.69	357.54
					413.79	0.00	81.30	495.09
					634.48	0.00	124.66	759.14
					1379.30	0.00	271.04	1650.34
				Sub Total	3372.51	42.15	674.03	4088.69

JAN-2011	TM0185595 TA0185595 1185595 21160767 41653784 41675684 41673782 41654074 41677818	16-JAN-11 16-JAN-11 16-JAN-11 22-JAN-11 31-JAN-11 31-JAN-11 31-JAN-11 31-JAN-11 31-JAN-11	MEMBER BENEFIT T/A COMMISSIONS GDS & INTERNET WYNREWARDS 5% 5066A-DIRECWAY Actual-1800A-RE Actual-1210A-MA 5096A-SOFTHOTEL Actual-1000A-RO	Sub Total	6.88 4.30 24.00 209.58 160.00 264.61 172.57 272.30 575.25	0.00 0.00 0.00 0.00 15.60 0.00 0.00 26.55 0.00	1.37 0.85 4.72 40.66 33.25 50.14 32.67 56.60 109.04	8.25 5.15 28.72 250.24 208.85 314.75 205.24 355.45 684.29
					6.88	0.00	1.37	8.25
					4.30	0.00	0.85	5.15
					24.00	0.00	4.72	28.72
					209.58	0.00	40.66	250.24
					160.00	15.60	33.25	208.85
					264.61	0.00	50.14	314.75
					172.57	0.00	32.67	205.24
					272.30	26.55	56.60	355.45
					575.25	0.00	109.04	684.29
				Sub Total	1689.49	42.15	329.30	2060.94

FEB-2011	1191424 TA0191424 21161059 41706824	20-FEB-11 20-FEB-11 22-FEB-11 28-FEB-11	GDS & INTERNET T/A COMMISSIONS WYNREWARDS 5% Accrual-1000A-R *	Sub Total	4.60 4.64 126.47 1032.45	0.00 0.00 0.00 0.00	0.83 0.83 22.58 181.19	5.43 5.47 149.05 1213.64
					4.60	0.00	0.83	5.43
					4.64	0.00	0.83	5.47
					126.47	0.00	22.58	149.05
					1032.45	0.00	181.19	1213.64

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
MAR-2011	41694655	28-FEB-11	5096A-SOFTHOTEL		272.30	26.55	52.42	351.27
	41693310	28-FEB-11	5066A-DIRECWAY		160.00	15.60	30.79	206.39
	41705219	28-FEB-11	Accrual-1800A-R *		474.93	0.00	83.33	558.26
	41705748	28-FEB-11	Accrual-1210A-M *		309.74	0.00	54.37	364.11
			Sub Total		2385.13	42.15	426.34	2853.62
MAR-2011	1198225	13-MAR-11	GDS & INTERNET		9.20	0.00	1.53	10.73
	21165302	22-MAR-11	WYNREWARDS 5%		268.07	0.00	44.13	312.20
	41739438	31-MAR-11	Actual-1000A-RO		1729.47	0.00	282.65	2012.12
	41740406	31-MAR-11	Actual-1210A-MA		518.84	0.00	84.79	603.63
	41724749	31-MAR-11	5096A-SOFTHOTEL		272.30	26.55	47.79	346.64
APR-2011	41738321	31-MAR-11	Actual-1800A-RE		795.56	0.00	130.03	925.59
	41725533	31-MAR-11	5066A-DIRECWAY		160.00	15.60	28.08	203.68
			Sub Total		3753.44	42.15	619.00	4414.59
	21166795	22-APR-11	WYNREWARDS 5%		248.56	0.00	37.02	285.58
	TA0205458	27-APR-11	T/A COMMISSIONS		22.80	0.00	3.32	26.12
APR-2011	TM0205458	27-APR-11	MEMBER BENEFIT		69.24	0.00	10.13	79.37
	1205458	27-APR-11	GDS & INTERNET		47.00	0.00	6.91	53.91
	10538183	28-APR-11	GUEST SRVS TRA		160.00	0.00	23.36	183.36
	10538185	28-APR-11	GUEST SATISFACT		50.00	0.00	7.33	57.33
	41756845	30-APR-11	5066A-DIRECWAY		160.00	15.60	25.44	201.04
APR-2011	41770175	30-APR-11	Actual-1000A-RO		1491.90	0.00	211.05	1702.95
	41757916	30-APR-11	5096A-SOFTHOTEL		272.30	26.55	43.31	342.16
	41770443	30-APR-11	Actual-1800A-RE		686.27	0.00	97.10	783.37
	41773504	30-APR-11	Actual-1210A-MA		447.57	0.00	63.31	510.88
			Sub Total		3753.44	42.15	619.00	4414.59

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Sub Total	3655.64	42.15	528.28
=====	=====	=====	=====
			4226.07
=====	=====	=====	=====

MAY-2011	30575180	05-MAY-11	2010 CONF CREDI	(21.00)	0.00	0.00	(21.00)
	30585015	11-MAY-11	Duplicate Commi	(8.34)	0.00	0.00	(8.34)

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	30588172	11-MAY-11	Duplicate GSA/I		(23.00)	0.00	0.00	(23.00)
	21170797	22-MAY-11	WYNREWARDS 5%		232.51	0.00	31.14	263.65
	12122267	27-MAY-11	GDS & INTERNET		10.20	0.00	1.35	11.55
	TA02122267	27-MAY-11	T/A COMMISSIONS		14.14	0.00	1.86	16.00
	41788737	31-MAY-11	5066A-DIRECWAY		160.00	15.60	22.73	198.33
	41786870	31-MAY-11	5096A-SOFTHOTEL		272.30	26.55	38.68	337.53
	41803356	31-MAY-11	Actual-1000A-RO		1269.87	0.00	175.48	1445.35
	41803516	31-MAY-11	Actual-1800A-RE		584.14	0.00	80.72	664.86
	41804257	31-MAY-11	Actual-1210A-MA		380.96	0.00	52.64	433.60
					=====	=====	=====	=====
	Sub Total				2871.78	42.15	404.60	3318.53
					=====	=====	=====	=====
JUN-2011	21173006	22-JUN-11	WYNREWARDS 5%		176.70	0.00	20.94	197.64
	10547744	23-JUN-11	GUEST SRVCS TRA		160.00	0.00	18.88	178.88
	10547746	23-JUN-11	GUEST SATISFACT		20.00	0.00	2.36	22.36
	41814917	30-JUN-11	5066A-DIRECWAY		160.00	15.60	20.09	195.69
	41832369	30-JUN-11	Actual-1800A-RE		711.85	0.00	85.47	797.32
	41832458	30-JUN-11	Actual-1210A-MA		464.25	0.00	55.75	520.00

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41813972	30-JUN-11	5096A-SOFTHOTEL	272.30	26.55	34.20	333.05
41831840	30-JUN-11	Actual-1000A-RO	1547.50	0.00	185.81	1733.31
Sub Total			3512.60	42.15	423.50	3978.25
=====						
JUL-2011	21176805	WYNREWARDS 5%	353.82	0.00	36.61	390.43
	10554982	GUEST SRVCS TRA	160.00	0.00	16.08	176.08
	10554984	GUEST SATISFACT	40.00	0.00	4.02	44.02
	41867191	Actual-1210A-MA	374.29	0.00	38.42	412.71
	41848111	5066A-DIRECWAY	160.00	15.60	17.37	192.97
	41848630	5096A-SOFTHOTEL	272.30	26.55	29.57	328.42
	41865018	Actual-1000A-RO	1247.63	0.00	128.10	1375.73
	41865602	Actual-1800A-RE	573.91	0.00	58.91	632.82

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
=====								
Sub Total					3181.95	42.15	329.08	3553.18
=====								
AUG-2011	10558796	11-AUG-11	GUEST SRVCS TRA		160.00	0.00	14.96	174.96
	10558733	11-AUG-11	GUEST SATISFACT		56.82	0.00	5.30	62.12
	21179670	22-AUG-11	WYNREWARDS 5%		305.30	0.00	26.86	332.16

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41884556	31-AUG-11	5066A-DIRECWAY	160.00	15.60	14.66	190.26
41900588	31-AUG-11	Actual-1800A-RE	719.47	0.00	62.25	781.72
41898253	31-AUG-11	Actual-1000A-RO	1564.07	0.00	135.36	1699.43
41882085	31-AUG-11	5096A-SOFTHOTEL	285.92	27.88	26.19	339.99
41899221	31-AUG-11	Actual-1210A-MA	469.22	0.00	40.59	509.81
Sub Total			3720.80	43.48	326.17	4090.45
=====						
SEP-2011	15-SEP-11	ONLINE LRNG LIB	50.00	0.00	3.82	53.82
	22-SEP-11	WYNREWARDS 5%	318.44	0.00	23.10	341.54
	28-SEP-11	GLOBAL CONFEREN	999.00	0.00	0.00	999.00
	30-SEP-11	5066A-DIRECWAY	160.00	15.60	12.02	187.62
	30-SEP-11	Actual-1210A-MA	410.36	0.00	28.76	439.12
	30-SEP-11	Actual-1800A-RE	629.23	0.00	44.09	673.32
	30-SEP-11	5096A-SOFTHOTEL	285.92	27.88	21.49	335.29
	30-SEP-11	Actual-1000A-RO	1367.88	0.00	95.84	1463.72
Sub Total			4220.83	43.48	229.12	4493.43
=====						
OCT-2011	20-OCT-11	GUEST SRVCS TRA	160.00	0.00	9.36	169.36
	20-OCT-11	GUEST SATISFACT	45.00	0.00	2.64	47.64
	22-OCT-11	WYNREWARDS 5%	369.67	0.00	21.26	390.93
	27-OCT-11	GUEST SRVCS TRA	160.00	0.00	8.80	168.80
	27-OCT-11	GDS & INTERNET	4.95	0.00	0.28	5.23
	27-OCT-11	GUEST SATISFACT	30.00	0.00	1.67	31.67
	31-OCT-11	5096A-SOFTHOTEL	285.92	27.88	16.62	330.42
	31-OCT-11	5066A-DIRECWAY	160.00	15.60	9.31	184.91

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	41962077	31-OCT-11	Actual-1000A-RO		1527.41	0.00	81.42	1608.83
	41963343	31-OCT-11	Actual-1210A-MA		458.22	0.00	24.42	482.64
	41964364	31-OCT-11	Actual-1800A-RE		702.61	0.00	37.46	740.07
			Sub Total		3903.78	43.48	213.24	4160.50
NOV-2011	21189550	22-NOV-11	WYNREWARDS 5%		164.90	0.00	6.93	171.83
	41987411	30-NOV-11	Actual-1800A-RE		554.10	0.00	20.93	575.03
	41970144	30-NOV-11	5096A-SOFTHOTEL		285.92	27.88	11.92	325.72
	41987944	30-NOV-11	Actual-1000A-RO		1204.57	0.00	45.51	1250.08
	41990026	30-NOV-11	Actual-1210A-MA		361.37	0.00	13.65	375.02
	41971066	30-NOV-11	5066A-DIRECWAY		160.00	15.60	6.67	182.27
			Sub Total		2730.86	43.48	105.61	2879.95
DEC-2011	10586532	21-DEC-11	GUEST SRVCS TRA		160.00	0.00	4.40	164.40
	10586531	21-DEC-11	GUEST SATISFACT		35.00	0.00	0.97	35.97
	21191234	22-DEC-11	WYNREWARDS 5%		175.84	0.00	4.75	180.59
	42025952	31-DEC-11	Actual-1000A-RO		1207.60	0.00	27.17	1234.77
	42010172	31-DEC-11	5066A-DIRECWAY		160.00	15.60	3.95	179.55
	42008261	31-DEC-11	5096A-SOFTHOTEL		285.92	27.88	7.06	320.86
	42025619	31-DEC-11	Actual-1210A-MA		362.28	0.00	8.15	370.43
	42026241	31-DEC-11	Actual-1800A-RE		555.50	0.00	12.49	567.99
			Sub Total		2942.14	43.48	68.94	3054.56
JAN-2012	10587488	04-JAN-12	GUEST SRVCS TRA		160.00	0.00	3.28	163.28
	10587487	04-JAN-12	GUEST SATISFACT		54.00	0.00	1.10	55.10
	21193630	22-JAN-12	WYNREWARDS 5%		126.08	0.00	1.45	127.53
	42053672	31-JAN-12	Actual-1210A-MA		348.88	0.00	2.44	351.32
	42034981	31-JAN-12	5096A-SOFTHOTEL		285.92	27.88	2.20	316.00
	42034970	31-JAN-12	5066A-DIRECWAY		160.00	15.60	1.23	176.83
	42055158	31-JAN-12	Actual-1800A-RE		534.95	0.00	3.74	538.69

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	42053331	31-JAN-12	Actual-1000A-RO		1162.94	0.00	8.14	1171.08
			Sub Total		2832.77	43.48	23.58	2899.83
FEB-2012	21198305	22-FEB-12	WYNREWARDS 5%		59.10	0.00	0.00	59.10
	42084709	29-FEB-12	Actual-1800A-RE		374.02	0.00	0.00	374.02
	42084822	29-FEB-12	Actual-1210A-MA		243.93	0.00	0.00	243.93
	42086759	29-FEB-12	Actual-1000A-RO		813.09	0.00	0.00	813.09
	42064901	29-FEB-12	5066A-DIRECWAY		160.00	15.60	0.00	175.60
	42064772	29-FEB-12	5096A-SOFTHOTEL		285.92	27.88	0.00	313.80
			Sub Total		1936.06	43.48	0.00	1979.54
MAR-2012	30673261	15-MAR-12	GLOBAL CONFEREN		100.00	0.00	0.00	100.00
	21199616	22-MAR-12	WYNREWARDS 5%		162.55	0.00	0.00	162.55
	10597669	22-MAR-12	GUEST SRVCS TRA		160.00	0.00	0.00	160.00
	10597739	22-MAR-12	GUEST SATISFACT		40.00	0.00	0.00	40.00
	42120310	31-MAR-12	Accrual-1800A-R *		605.15	0.00	0.00	605.15
	42119070	31-MAR-12	Accrual-1210A-M *		394.67	0.00	0.00	394.67
	42095854	31-MAR-12	5096A-SOFTHOTEL		285.92	27.88	0.00	313.80
	42118690	31-MAR-12	Accrual-1000A-R *		1315.55	0.00	0.00	1315.55
	42096265	31-MAR-12	5066A-DIRECWAY		160.00	15.60	0.00	175.60
			Sub Total		3223.84	43.48	0.00	3267.32

Grand Total	93462.57	1101.04	17788.16	112351.77
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Requested By: Yelena Danishevsky

Page 12 of 13

Report Date : 02-APR-12

ITEMIZED STATEMENT

* Please note the accruals on your account are estimates.
Make sure to promptly submit your actual gross room revenue and rooms sold.

***** END OF REPORT *****

UPS CampusShip: Shipment Receipt

Page 1 of 1



Shipment Receipt

Transaction Date: 03 Apr 2012

Tracking Number:

1Z22445X0297702556

1 Address Information

Ship To: Sachidanand Invesmenis, Inc. Sonny Patel Days Inn 3670 Roy Messer Highway WHITE PINE TN 378904008 Telephone:(865) 483-5615	Ship From: Wyndham Hotel Group - 22 Sylvan Elena Danishevsky 22 Sylvan Way Parsippany NJ 07054 Telephone:973-753-7236	Return Address: Wyndham Hotel Group - 22 Sylvan Elena Danishevsky 22 Sylvan Way Parsippany NJ 07054 Telephone:973-753-7236
--	---	--

2 Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. Letter	UPS Letter		Reference # 1 - 006-1696

3 UPS Shipping Service and Shipping Options

Service:	UPS 2nd Day Air
Guaranteed By:	End of Day Thursday, Apr 5, 2012
Shipping Fees Subtotal:	16.07 USD
Transportation	12.10 USD
Fuel Surcharge	1.97 USD
Delivery Area Surcharge- Extended	
Package 1	2.00 USD

4 Payment Information

Bill Shipping Charges to: Shipper's Account 22445X

A discount has been applied to the Daily rates for this shipment

Total Charged:	16.07 USD
Negotiated Total:	7.87 USD

Note: Your invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

EXHIBIT F

WYNDHAM

HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 • fax (800) 880-9445
www.wyndhamworldwide.com

October 10, 2012

VIA 2 DAY DELIVERY METHOD

Mr. Ishver Patel
SACHIDAND INVESTMENTS, INC.
3670 Roy Messer Highway
White Pine, TN 37890

RE: NOTICE OF MONETARY DEFAULT RELATING TO DAYS® UNIT #4966-95618-2 LOCATED IN WHITE PINE, TN (THE "FACILITY")

Dear Mr. Patel:

I write on behalf of DAYS INNS WORLDWIDE, INC. ("we," "us," or "our") regarding the License Agreement dated April 7, 2002 between SACHIDAND INVESTMENTS, INC. ("you" or "your") and us (the "Agreement"). We write to give you formal notice that you are in default under the Agreement.

The Agreement requires you to timely pay us the Recurring Fees and other charges relating to your operation of the Facility under the System. Our Financial Services Department advises us that as of October 8, 2012 your account is past due in the amount of \$129,122.35. We have enclosed an itemized statement detailing the fees past due. Under the Agreement, you have thirty (30) days to pay this amount to us in order to cure your default. If you do not pay this amount within the time permitted, we reserve all rights under the terms of the Agreement including but not limited to termination of the Agreement and your right to operate in the Days System.

This Notice does not modify, replace, or affect any default under the Agreement, or any other default and termination notices, if any, from us or any of our affiliates regarding the Facility. We also reserve the right to take any interim steps permitted under the Agreement because of your default. By copy of this letter, we are also informing your guarantor of your default.

WYNDHAM

HOTEL GROUP

 WYNDHAM
Hotels and Resorts

 WYNDHAM
GRAND COLLECTION

 WYNDHAM
GARDEN

 DAYS
INN

 WINGATE
BY WYNDHAM

 HAWTHORN
LUXURY BY WYNDHAM

 MICROTREL
BY WYNDHAM

 DREAM
HOTELS

 planet hollywood

 RAMADA
WORLDWIDE

 HILTON

 BAYMONT
INN & SUITES

 Days Inn

 Howard Johnson

 Howard Johnson

 Travelodge

 Knights
Inn

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (800) 443-3009.

Sincerely yours,



Suzanne Lenore

Suzanne Lenore
Senior Director
Contracts Compliance, Legal

Enclosure

cc: Babu Patel (Guarantor)
Clyde Guinn
Mona Christian
Valerie Capers Workman

Report Date : 08-OCT-12

ITEMIZED STATEMENT

As of Date (DD-MMM-YYYY): 08-OCT-2012
 Customer No : 04966-95618-02-DAY
 Category Set :
 Category Group :
 Group No :
 Bankruptcy : No Bankruptcy Sites
 Disputed : No
 Finance Charges Included: Yes

Page 1 of 14

Report Date : 08-OCT-12

ITEMIZED STATEMENT

Customer No : 04966-95618-02-DAY
 Address : 3670 ROY MESSER HWY., WHITE PINE, TN, 37890-4008, US
 As of Date: 08-OCT-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
MAR-2010	1118842	29-MAR-10	GDS & INTERNET		22.75	0.00	9.65	32.40
	TA0118842	29-MAR-10	MEMBER BENEFIT		18.94	0.00	7.98	26.92
	41343262	29-MAR-10	T/A COMMISSIONS		11.79	0.00	5.02	16.81
	41324812	31-MAR-10	Actual-1000A-RO		1988.97	0.00	848.27	2837.24
	41322972	31-MAR-10	5033A-HSS SOFTW		109.77	10.70	51.46	171.93
	41344391	31-MAR-10	5066A-DIRECWAY		160.00	15.60	74.83	250.43
	41345012	31-MAR-10	Actual-1210A-MA		596.69	0.00	254.50	851.19
		31-MAR-10	Actual-1800A-RE		914.93	0.00	390.16	1305.09

APR-2010		Sub Total			
30427800	14-APR-10	ONLINE LRNG LIB	50.00	0.00	21.41
TA0125167	18-APR-10	T/A COMMISSIONS	12.99	0.00	5.28
TM0125167	18-APR-10	MEMBER BENEFIT	28.79	0.00	11.88
1125167	18-APR-10	GDS & INTERNET	84.65	0.00	34.77
10457557	22-APR-10	GUEST SRVCS TRA	100.00	0.00	41.10
10457559	22-APR-10	GUEST SATISFACT	94.08	0.00	38.68
21135414	22-APR-10	WYNREWARDS 5%	436.72	0.00	179.49
41372528	30-APR-10	Actual-1210A-MA	418.59	0.00	171.94
41361010	30-APR-10	5066A-DIRECWAY	160.00	15.60	72.12
41373785	30-APR-10	Actual-1000A-RO	1395.31	0.00	573.05
41362371	30-APR-10	5033A-HSS SOFTW	115.28	11.24	51.99
41371971	30-APR-10	Actual-1800A-RE	641.84	0.00	263.63
		Sub Total	3823.84	26.30	1641.87
					5492.01

MAY-2010	10461466	13-MAY-10	GUEST SATISFACT	43.03	0.00	17.76	60.79
	10461467	13-MAY-10	GUEST SRVCS TRA	100.00	0.00	41.10	141.10
	21135646	22-MAY-10	WYNREWARDS 5%	253.63	0.00	100.38	354.01
	1132581	23-MAY-10	GDS & INTERNET	27.60	0.00	10.93	38.53
	TA0132581	23-MAY-10	T/A COMMISSIONS	12.15	0.00	4.82	16.97
	TR0132581	23-MAY-10	TMC / CONSORTIA	2.64	0.00	1.04	3.68
	TM0132581	23-MAY-10	MEMBER BENEFIT	15.75	0.00	6.21	21.96
	41399001	31-MAY-10	5066A-DIRECWAY	160.00	15.60	69.48	245.08
	41414620	31-MAY-10	Actual-1210A-MA	378.14	0.00	149.76	527.90
			Sub Total	3538.25	26.84	1465.34	5030.43

Report Date : 08-OCT-12

ITENIZED STATEMENT

Page 2 of 14

Customer No : 04966-95613-02-DAY
Address : 3670 ROY MESSER HWY., WHITE PINE, TN, 37890-4008, US
As of Date: 08-OCT-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
JUN-2010	41396767	31-MAY-10	5033A-HSS SOFTW		115.28	11.24	50.10	176.62
	41413745	31-MAY-10	Actual-1000A-RO		1260.45	0.00	499.41	1759.86
	41413641	31-MAY-10	Actual-1800A-RE		579.81	0.00	229.77	809.58
	Sub Total				2948.48	26.84	1180.76	4156.08
JUN-2010	TA0139184	20-JUN-10	T/A COMMISSIONS		8.16	0.00	3.13	11.29
	1139184	20-JUN-10	GDS & INTERNET		24.00	0.00	9.11	33.11
	21139023	22-JUN-10	WYNREWARDS 5%		330.99	0.00	125.89	456.88
	41430803	30-JUN-10	5033A-HSS SOFTW		115.28	11.24	48.14	174.66
	41445536	30-JUN-10	Actual-1800A-RE		787.16	0.00	299.52	1086.68
	41429359	30-JUN-10	5066A-DIRECTWAY		160.00	15.60	66.76	242.36
	41443279	30-JUN-10	Actual-1000A-RO		1711.22	0.00	651.08	2362.30
	41444483	30-JUN-10	Actual-1210A-WA		513.37	0.00	195.37	708.74
	Sub Total				3650.18	26.84	1399.00	5076.02
JUL-2010	TA0145953	18-JUL-10	T/A COMMISSIONS		34.62	0.00	12.68	47.30
	1145953	18-JUL-10	GDS & INTERNET		38.80	0.00	14.12	52.92
	TM0145953	18-JUL-10	MEMBER BENEFIT		15.66	0.00	5.65	21.31
	21143230	22-JUL-10	WYNREWARDS 5%		52.88	0.00	19.29	72.17
	41474470	31-JUL-10	Actual-1800A-RE		723.89	0.00	264.23	988.12
	41473772	31-JUL-10	Actual-1210A-WA		472.10	0.00	172.35	644.45
	41472424	31-JUL-10	Actual-1000A-RO		1573.67	0.00	574.40	2148.07
	41458744	31-JUL-10	5066A-DIRECTWAY		160.00	15.60	64.05	239.65
	Sub Total				3071.62	15.60	1126.77	4213.99
AUG-2010	TM0152527	22-AUG-10	MEMBER BENEFIT		14.55	0.00	5.16	19.71
	1152527	22-AUG-10	GDS & INTERNET		13.80	0.00	4.80	18.60
	21145178	22-AUG-10	WYNREWARDS 5%		4.05	0.00	1.38	5.43
	10489683	26-AUG-10	GUEST SRVCS TRA		160.00	0.00	56.00	216.00
	10489682	26-AUG-10	GUEST SATISFACT		50.00	0.00	17.57	67.57

Report Date : 08-OCT-12

ITEMIZED STATEMENT

Customer No : 04966-95618-02-DAY
 Address : 3670 ROY MESSER HWY., WHITE PINE, TN, 37890-4008, US
 As of Date: 08-OCT-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
SEP-2010	41514934	31-AUG-10	Actual-1000A-RO		2012.94	0.00	698.09	2711.03
	41515867	31-AUG-10	Actual-1800A-RE		925.95	0.00	321.09	1247.04
	41515716	31-AUG-10	Actual-1210A-MA		603.88	0.00	209.39	813.27
	41493354	31-AUG-10	5066A-DIRECWAY		160.00	15.60	61.41	237.01
			Sub Total		3945.17	15.60	1374.89	5335.66
SEP-2010	TA0158863	19-SEP-10	T/A COMMISSIONS		116.67	0.00	39.04	155.71
	TM0158863	19-SEP-10	MEMBER BENEFIT		12.55	0.00	4.15	16.70
	1158863	19-SEP-10	GDS & INTERNET		116.90	0.00	39.07	155.97
	21148946	22-SEP-10	WYNREWARDS 5%		244.68	0.00	81.82	326.50
	41547186	30-SEP-10	Actual-1000A-RO		1761.15	0.00	589.20	2350.35
	41548842	30-SEP-10	Actual-1210A-MA		528.34	0.00	176.79	705.13
	41524421	30-SEP-10	5096A-SOFTHOTEL		272.30	26.55	99.91	398.76
	30494542	30-SEP-10	DIRECWAY SRV CA		750.00	73.13	275.38	1098.51
	41549342	30-SEP-10	Actual-1800A-RE		810.13	0.00	271.04	1081.17
	41524809	30-SEP-10	5066A-DIRECWAY		160.00	15.60	58.70	234.30
			Sub Total		4772.72	115.28	1635.10	6523.10
OCT-2010	10501712	07-OCT-10	GUEST SATISFACT		30.00	0.00	10.11	40.11
	10501710	07-OCT-10	GUEST SRVCS TRA		160.00	0.00	53.52	213.52
	1164937	17-OCT-10	GDS & INTERNET		60.80	0.00	19.38	80.18
	TA0164937	17-OCT-10	T/A COMMISSIONS		12.86	0.00	4.10	16.96
	21152284	22-OCT-10	WYNREWARDS 5%		351.43	0.00	112.31	463.74
	10506350	28-OCT-10	GUEST SATISFACT		69.31	0.00	22.09	91.40
	10506351	28-OCT-10	GUEST SRVCS TRA		160.00	0.00	51.12	211.12
	41560795	31-OCT-10	5096A-SOFTHOTEL		272.30	26.55	95.43	394.28

41571972	31-OCT-10	Actual-1800A-RE	698.12	0.00	223.19	921.31
41560546	31-OCT-10	5066A-DIRECTWAY	160.00	15.60	56.06	231.66
41573151	31-OCT-10	Actual-1000A-RO	1517.65	0.00	485.20	2002.85
41570923	31-OCT-10	Actual-1210A-MA	455.29	0.00	145.61	600.90

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Report Date : 08-OCT-12

ITEMIZED STATEMENT

Customer No : 04966-95618-02-DAY
 Address : 3670 ROY MESSER HWY., WHITE PINE, TN, 37890-4008, US
 As of Date: 08-OCT-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
NOV-2010	10509049	10-NOV-10	GUEST SRVCS TRA		160.00	0.00	51.12	211.12
	10509051	10-NOV-10	GUEST SATISFACT		25.00	0.00	8.05	33.05
	TR0172413	21-NOV-10	TMC / CONSORTIA		3.89	0.00	1.19	5.08
	TM0172413	21-NOV-10	MEMBER BENEFIT		81.11	0.00	24.72	105.83
	1172413	21-NOV-10	GDS & INTERNET		82.20	0.00	24.92	107.12
	TA0172413	21-NOV-10	T/A COMMISSIONS		5.13	0.00	1.58	6.71
	21155000	22-NOV-10	WYNREWARDS 5%		253.41	0.00	77.05	330.46
	41613882	30-NOV-10	Actual-1800A-RE		583.99	0.00	177.52	761.51
	41613532	30-NOV-10	Actual-1210A-MA		380.87	0.00	115.72	496.59
	41597002	30-NOV-10	5096A-SOFTHOTEL		272.30	26.55	90.80	389.65
	41614567	30-NOV-10	Actual-1000A-RO		1269.55	0.00	385.94	1655.49
	41597699	30-NOV-10	5066A-DIRECTWAY		160.00	15.60	53.34	228.94
			Sub Total		3947.76	42.15	1278.12	5268.03
			Sub Total		3277.45	42.15	1011.95	4331.55

DEC-2010	10516022	15-DEC-10	GUEST SRVCS TRA	160.00	0.00	48.64	208.64
	10515943	15-DEC-10	GUEST SATISFACT	40.00	0.00	12.16	52.16
	TM0177940	20-DEC-10	MEMBER BENEFIT	7.20	0.00	2.07	9.27
	1177940	20-DEC-10	GDS & INTERNET	79.20	0.00	22.89	102.09
	TA0177940	20-DEC-10	T/A COMMISSIONS	34.18	0.00	9.85	44.03
	21156226	22-DEC-10	WYNREWARDS 5%	192.06	0.00	55.43	247.49
	41639659	31-DEC-10	Actual-1210A-MA	413.79	0.00	119.36	533.15
	41640282	31-DEC-10	Actual-1800A-RE	634.48	0.00	183.02	817.50
	41641602	31-DEC-10	Actual-1000A-RO	1379.30	0.00	397.94	1777.24
	41628851	31-DEC-10	5066A-DIRECTWAY	160.00	15.60	50.62	226.22
	41628036	31-DEC-10	5096A-SOFTHOTEL	272.30	26.55	86.17	385.02
Sub Total				3372.51	42.15	988.15	4402.81
JAN-2011	TA0185595	16-JAN-11	T/A COMMISSIONS	4.30	0.00	1.25	5.55

Page 5 of 14

Report Date : 08-OCT-12

ITEMIZED STATEMENT

Customer No : 04966-95618-02-DAY
 Address : 3670 ROY MESSER HWY., WHITE PINE, TN, 37890-4008, US
 As of Date: 08-OCT-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	TM0185595	16-JAN-11	MEMBER BENEFIT		6.88	0.00	2.01	8.89
	1185595	16-JAN-11	GDS & INTERNET		24.00	0.00	6.92	30.92
	21160767	22-JAN-11	WYNREWARDS 5%		209.58	0.00	59.94	269.52
	41653784	31-JAN-11	5066A-DIRECTWAY		160.00	15.60	49.39	224.99
	41675684	31-JAN-11	Actual-1800A-RE		264.61	0.00	74.48	339.09
	41677818	31-JAN-11	Actual-1000A-RO		575.25	0.00	161.98	737.23
	41654074	31-JAN-11	5096A-SOFTHOTEL		272.30	26.55	84.08	382.93
	41673782	31-JAN-11	Actual-1210A-MA		172.57	0.00	48.53	221.10

FEB-2011		1191424	20-FEB-11	GDS & INTERNET	1689.49	42.15	488.58	2220.22
	TA0191424		20-FEB-11	T/A COMMISSIONS	4.60	0.00	1.25	5.85
	21161059		22-FEB-11	WYNREWARDS 5%	4.64	0.00	1.25	5.89
	41705748		28-FEB-11	Actual-1210A-MA	126.47	0.00	34.22	160.69
	41706824		28-FEB-11	Actual-1000A-RO	311.25	0.00	82.93	394.18
	41694655		28-FEB-11	5096A-SOFTHOTEL	1037.51	0.00	276.40	1313.91
	41693310		28-FEB-11	5066A-DIRECWAY	272.30	26.55	79.90	378.75
	41705219		28-FEB-11	Actual-1800A-RE	160.00	15.60	46.93	222.53
					477.25	0.00	127.13	604.38
Sub Total					2394.02	42.15	650.01	3086.18

MAR-2011		1198225	13-MAR-11	GDS & INTERNET	9.20	0.00	2.37	11.57
	21165302		22-MAR-11	WYNREWARDS 5%	268.07	0.00	68.81	336.88
	41738321		31-MAR-11	Actual-1800A-RE	795.56	0.00	203.21	998.77
	41740406		31-MAR-11	Actual-1210A-MA	518.84	0.00	132.51	651.35
	41724749		31-MAR-11	5096A-SOFTHOTEL	272.30	26.55	75.27	374.12
	41725533		31-MAR-11	5066A-DIRECWAY	160.00	15.60	44.22	219.82
	41739438		31-MAR-11	Actual-1000A-RO	1729.47	0.00	441.77	2171.24
Sub Total					3753.44	42.15	968.16	4763.75
APR-2011		21166795	22-APR-11	WYNREWARDS 5%	248.56	0.00	59.88	308.44

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Report Date : 08-OCT-12

ITEMIZED STATEMENT

Customer No : 04966-95618-02-DAY
Address : 3670 ROY MESSER HWY., WHITE PINE, TN, 37890-4003, US
As of Date: 08-OCT-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	TA0205458	27-APR-11	T/A COMMISSIONS		22.80	0.00	5.40	28.20
	TM0205458	27-APR-11	MEMBER BENEFIT		69.24	0.00	16.49	85.73
	1205458	27-APR-11	GDS & INTERNET		47.00	0.00	11.25	58.25
	10538183	28-APR-11	GUEST SRVCS TRA		160.00	0.00	38.08	198.08
	10538185	28-APR-11	GUEST SATISFACT		50.00	0.00	11.95	61.95
	41770175	30-APR-11	Actual-1000A-RO		1491.90	0.00	348.29	1840.19
	41770443	30-APR-11	Actual-1800A-RE		686.27	0.00	160.24	846.51
	41773504	30-APR-11	Actual-1210A-MA		447.57	0.00	104.49	552.06
	41756845	30-APR-11	5066A-DIRECWAY		160.00	15.60	41.58	217.18
	41757916	30-APR-11	5096A-SOFTHOTEL		272.30	26.55	70.79	369.64
			Sub Total		3655.64	42.15	868.44	4566.23
MAY-2011	21170797	22-MAY-11	WYNREWARDS 5%		232.51	0.00	52.52	285.03
	TA0212267	27-MAY-11	T/A COMMISSIONS		14.14	0.00	3.16	17.30
	1212267	27-MAY-11	GDS & INTERNET		10.20	0.00	2.29	12.49
	41786737	31-MAY-11	5066A-DIRECWAY		160.00	15.60	38.87	214.47
	41786870	31-MAY-11	5096A-SOFTHOTEL		272.30	26.55	66.16	365.01
	41803516	31-MAY-11	Actual-1800A-RE		584.14	0.00	134.44	718.58
	41803356	31-MAY-11	Actual-1000A-RO		1269.87	0.00	292.30	1562.17
	41804257	31-MAY-11	Actual-1210A-MA		380.96	0.00	87.66	468.62
			Sub Total		2924.12	42.15	677.40	3643.67
JUN-2011	21173006	22-JUN-11	WYNREWARDS 5%		176.70	0.00	37.20	213.90
	10547744	23-JUN-11	GUEST SRVCS TRA		160.00	0.00	33.60	193.60
	10547746	23-JUN-11	GUEST SATISFACT		20.00	0.00	4.20	24.20
	41813972	30-JUN-11	5096A-SOFTHOTEL		272.30	26.55	61.68	360.53
	41814917	30-JUN-11	5066A-DIRECWAY		160.00	15.60	36.23	211.83
	41832369	30-JUN-11	Actual-1800A-RE		711.85	0.00	150.95	862.80
	41832458	30-JUN-11	Actual-1210A-MA		464.25	0.00	98.47	562.72
	41831840	30-JUN-11	Actual-1000A-RO		1547.50	0.00	328.19	1875.69

ITIMIZED STATEMENT

Customer No : 04966-95618-02-DAY
Address : 3670 ROY MESSER HWY., WHITE PINE, TN, 37890-4008, US
As of Date: 08-OCT-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
				Sub Total	3512.60	42.15	750.52	4305.27
JUL-2011	21176805	22-JUL-11	WYNREWARDS 5%		353.82	0.00	69.15	422.97
	10554984	28-JUL-11	GUEST SATISFACT		40.00	0.00	7.70	47.70
	10554982	28-JUL-11	GUEST SRVCS TRA		160.00	0.00	30.80	190.80
	41867191	31-JUL-11	Actual-1210A-MA		374.29	0.00	72.84	447.13
	41865602	31-JUL-11	Actual-1800A-RE		573.91	0.00	111.73	685.64
	41848630	31-JUL-11	5096A-SOFTHOTEL		272.30	26.55	57.05	355.90
	41848111	31-JUL-11	5066A-DIRECWAY		160.00	15.60	33.51	209.11
	41865018	31-JUL-11	Actual-1000A-RO		1247.63	0.00	242.88	1490.51
				Sub Total	3181.95	42.15	625.66	3849.76
AUG-2011	10558733	11-AUG-11	GUEST SATISFACT		56.82	0.00	10.52	67.34
	10558796	11-AUG-11	GUEST SRVCS TRA		160.00	0.00	29.68	189.68
	21179670	22-AUG-11	WYNREWARDS 5%		305.30	0.00	54.94	360.24
	41884556	31-AUG-11	5066A-DIRECWAY		160.00	15.60	30.80	206.40
	41882085	31-AUG-11	5096A-SOFTHOTEL		285.92	27.88	55.05	368.85
	41899221	31-AUG-11	Actual-1210A-MA		469.22	0.00	83.75	552.97
	41898253	31-AUG-11	Actual-1000A-RO		1564.07	0.00	279.24	1843.31
	41900588	31-AUG-11	Actual-1800A-RE		719.47	0.00	128.43	847.90
				Sub Total	3720.80	43.48	672.41	4436.69
SEP-2011	30619741	15-SEP-11	ONLINE LRNG LIB		50.00	0.00	8.44	58.44

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21183754	22-SEP-11	WYNREWARDS 5%	318.44	0.00	52.42	370.86
30628333	28-SEP-11	GLOBAL CONFEREN	999.00	0.00	76.42	1075.42
41914103	30-SEP-11	5066A-DIRECWAY	160.00	15.60	28.16	203.76
41913131	30-SEP-11	5096A-SOFTHOTEL	285.92	27.88	50.35	364.15
41927355	30-SEP-11	Actual-1800A-RE	629.23	0.00	101.97	731.20
41926133	30-SEP-11	Actual-1210A-MA	410.36	0.00	66.52	476.88
41924717	30-SEP-11	Actual-1000A-RO	1367.88	0.00	221.68	1589.56

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Report Date : 08-OCT-12

ITEMIZED STATEMENT

Customer No : 04966-95618-02-DAY
 Address : 3670 ROY MESSER HWY., WHITE PINE, TN, 37890-4008, US
 As of Date: 08-OCT-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
=====								
OCT-2011	10576326	20-OCT-11	GUEST SRVCS TRA		160.00	0.00	24.08	184.08
	10576328	20-OCT-11	GUEST SATISFACT		45.00	0.00	6.80	51.80
	21184830	22-OCT-11	WYNREWARDS 5%		369.67	0.00	55.28	424.95
	10577431	27-OCT-11	GUEST SATISFACT		30.00	0.00	4.45	34.45
	10577429	27-OCT-11	GUEST SRVCS TRA		160.00	0.00	23.52	183.52
	1245698	27-OCT-11	GDS & INTERNET		4.95	0.00	0.74	5.69
	41938095	31-OCT-11	5096A-SOFTHOTEL		285.92	27.88	45.48	359.28
	41937943	31-OCT-11	5066A-DIRECWAY		160.00	15.60	25.45	201.05
	41962077	31-OCT-11	Actual-1000A-RO		1527.41	0.00	221.92	1749.33
	41963343	31-OCT-11	Actual-1210A-MA		458.22	0.00	66.56	524.78
	41964364	31-OCT-11	Actual-1800A-RE		702.61	0.00	102.10	804.71
=====								
Sub Total					4220.83	43.48	605.96	4870.27
=====								
Sub Total					3903.78	43.48	576.38	4523.64
=====								

NOV-2011	21189550	22-NOV-11	WYNREWARDS 5%	164.90	0.00	22.11	187.01
	41987411	30-NOV-11	Actual-1800A-RE	554.10	0.00	71.91	626.01
	41987944	30-NOV-11	Actual-1000A-RO	1204.57	0.00	156.33	1360.90
	41971066	30-NOV-11	5066A-DIRECWAY	160.00	15.60	22.81	198.41
	41970144	30-NOV-11	5096A-SOFTHOTEL	285.92	27.88	40.78	354.58
	41990026	30-NOV-11	Actual-1210A-NA	361.37	0.00	46.89	408.26
			Sub Total	2730.86	43.48	360.83	3135.17

DEC-2011	10586531	21-DEC-11	GUEST SATISFACT	35.00	0.00	4.19	39.19
	10586532	21-DEC-11	GUEST SRVCS TRA	160.00	0.00	19.12	179.12
	21191234	22-DEC-11	WYNREWARDS 5%	175.84	0.00	20.95	196.79
	42026241	31-DEC-11	Actual-1800A-RE	555.50	0.00	63.59	619.09
	42025952	31-DEC-11	Actual-1000A-RO	1207.60	0.00	138.27	1345.87
	42025619	31-DEC-11	Actual-1210A-NA	362.28	0.00	41.49	403.77
	42008261	31-DEC-11	5096A-SOFTHOTEL	285.92	27.88	35.92	349.72

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Report Date : 08-OCT-12

ITEMIZED STATEMENT

Customer No : 04966-95618-02-DAY
 Address : 3670 ROY MESSER HWY., WHITE PINE, TN, 37890-4008, US
 As of Date: 08-OCT-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	42010172	31-DEC-11	5066A-DIRECWAY		160.00	15.60	20.09	195.69
			Sub Total		2942.14	43.48	343.62	3329.24
JAN-2012	10587488	04-JAN-12	GUEST SRVCS TRA		160.00	0.00	18.00	178.00
	10587487	04-JAN-12	GUEST SATISFACT		54.00	0.00	6.08	60.08

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21193630	22-JAN-12	WYNREWARDS 5%	126.08	0.00	13.03	139.11
42053672	31-JAN-12	Actual-1210A-MA	348.88	0.00	34.54	383.42
42034970	31-JAN-12	5066A-DIRECWAY	160.00	15.60	17.37	192.97
42055158	31-JAN-12	Actual-1800A-RE	534.95	0.00	52.94	587.89
42053331	31-JAN-12	Actual-1000A-RO	1162.94	0.00	115.14	1278.08
42034981	31-JAN-12	5096A-SOFTHOTEL	285.92	27.88	31.06	344.86
Sub Total			2832.77	43.48	288.16	3164.41
=====						
FEB-2012	21198305	WYNREWARDS 5%	59.10	0.00	5.22	64.32
	42064901	5066A-DIRECWAY	160.00	15.60	14.82	190.42
	42064772	5096A-SOFTHOTEL	285.92	27.88	26.51	340.31
	42084709	Actual-1800A-RE	374.02	0.00	31.61	405.63
	42084822	Actual-1210A-MA	243.93	0.00	20.61	264.54
	42086759	Actual-1000A-RO	813.09	0.00	68.70	881.79
Sub Total			1936.06	43.48	167.47	2147.01
=====						
MAR-2012	30673261	GLOBAL CONFEREN	100.00	0.00	7.65	107.65
	21199616	WYNREWARDS 5%	162.55	0.00	11.95	174.50
	10597669	GUEST SRVCS TRA	160.00	0.00	11.76	171.76
	10597739	GUEST SATISFACT	40.00	0.00	2.94	42.94
	42120310	Actual-1800A-RE	607.03	0.00	41.85	648.88
	42119070	Actual-1210A-MA	395.89	0.00	27.30	423.19
	42118690	Actual-1000A-RO	1319.63	0.00	90.95	1410.58
	42095854	5096A-SOFTHOTEL	285.92	27.88	21.64	335.44
	42096265	5066A-DIRECWAY	160.00	15.60	12.11	187.71

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Report Date : 08-OCT-12

ITEMIZED STATEMENT

Customer No : 04966-95618-02-DAY
 Address : 3670 ROY MESSER HWY., WHITE PINE, TN, 37890-4008, US
 As of Date: 08-OCT-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
APR-2012	21204093	22-APR-12	WYNREWARDS 5%					
	10604924	26-APR-12	GUEST SATISFACT		174.00	0.00	10.10	184.10
	10604922	26-APR-12	GUEST SRVCS TRA		50.00	0.00	2.81	52.81
	42143684	30-APR-12	Actual-1210A-MA		160.00	0.00	8.96	168.96
	42144089	30-APR-12	Actual-1000A-RO		402.14	0.00	21.68	423.82
	42128109	30-APR-12	5066A-DIRECWAY		1340.46	0.00	72.29	1412.75
	42146187	30-APR-12	Actual-1800A-RE		160.00	15.60	9.47	185.07
	42127382	30-APR-12	5096A-SOFTHOTEL		616.61	0.00	33.26	649.87
					285.92	27.88	16.94	330.74
				Sub Total	3231.02	43.48	228.15	3502.65
<hr/>								
MAY-2012	10605968	03-MAY-12	GUEST SATISFACT					
	10605969	03-MAY-12	GUEST SRVCS TRA		40.00	0.00	2.10	42.10
	10605975	03-MAY-12	GUEST SATISFACT		160.00	0.00	8.40	168.40
	10605976	03-MAY-12	GUEST SRVCS TRA		40.00	0.00	2.10	42.10
	21204836	22-MAY-12	WYNREWARDS 5%		160.00	0.00	8.40	168.40
	42181179	31-MAY-12	Actual-1000A-RO		181.31	0.00	7.80	189.11
	42183018	31-MAY-12	Actual-1210A-MA		1484.23	0.00	57.15	1541.38
	42183149	31-MAY-12	Actual-1800A-RE		445.27	0.00	17.14	462.41
	42157683	31-MAY-12	5096A-SOFTHOTEL		682.75	0.00	26.28	709.03
	42158306	31-MAY-12	5066A-DIRECWAY		285.92	27.88	12.07	325.87
					160.00	15.60	6.76	182.36
				Sub Total	3189.13	43.48	175.51	3408.12
<hr/>								
JUN-2012	21210200	22-JUN-12	WYNREWARDS 5%					
	42192293	30-JUN-12	5066A-DIRECWAY		136.30	0.00	3.75	140.05
	42208961	30-JUN-12	Actual-1000A-RO		160.00	15.60	4.12	179.72
	42192975	30-JUN-12	5096A-SOFTHOTEL		1573.25	0.00	36.98	1610.23
	42210662	30-JUN-12	Actual-1900A-RE		285.92	27.88	7.37	321.17
	42210318	30-JUN-12	Actual-1210A-MA		723.69	0.00	17.01	740.70
					471.97	0.00	11.10	483.07
				Sub Total	3639.48	43.48	148.20	3831.16

Report Date : 08-OCT-12

ITEMIZED STATEMENT

Customer No : 04966-95618-02-DAY
 Address : 3670 ROY MESSER HWY., WHITE PINE, TN, 37890-4008, US
 As of Date: 08-OCT-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total

				Sub Total	3351.13	43.48	80.33	3474.94
=====								
JUL-2012	30701354	13-JUL-12	CRS REACTIVATIO		500.00	0.00	8.50	508.50
	30701542	17-JUL-12	Jan 2012 NT Aud		199.75	0.00	3.00	202.75
	30701886	17-JUL-12	Jan 2012 NT Aud		151.81	0.00	2.28	154.09
	21212845	22-JUL-12	WYNREWARDS 5%		118.27	0.00	1.48	119.75
	10623240	26-JUL-12	GUEST SRVCS TRA		160.00	0.00	1.68	161.68
	10623242	26-JUL-12	GUEST SATISFACT		40.00	0.00	0.42	40.42
	42225856	30-JUL-12	5066A-DIRECWAY		160.00	15.60	1.49	177.09
	42225541	30-JUL-12	5096A-SOFTHOTEL		285.86	27.87	2.67	316.40
	42243947	31-JUL-12	Accrual-1210A-M	+	424.34	0.00	3.39	427.73
	42242097	31-JUL-12	Accrual-1800A-R	+	650.65	0.00	5.21	655.86
	42243261	31-JUL-12	Accrual-1000A-R	+	1414.45	0.00	11.32	1425.77
=====								
			Sub Total		4105.13	43.47	41.44	4190.04
=====								
AUG-2012	30708856	14-AUG-12	2013 ALLIANCE D		630.00	0.00	0.00	630.00
	21213996	22-AUG-12	WYNREWARDS CRDT		(30.44)	0.00	0.00	(30.44)
	21216130	22-AUG-12	WYNREWARDS 5%		79.17	0.00	0.00	79.17
	10631038	23-AUG-12	GUEST SATISFACT		40.00	0.00	0.00	40.00
	10631036	23-AUG-12	GUEST SRVCS TRA		160.00	0.00	0.00	160.00
	TM0309611	24-AUG-12	MEMBER BENEFIT		5.18	0.00	0.00	5.18
	42273429	31-AUG-12	Accrual-1000A-R	+	1856.70	0.00	0.00	1856.70
	42257214	31-AUG-12	5096A-SOFTHOTEL		285.92	27.88	0.00	313.80
	42275153	31-AUG-12	Accrual-1800A-R	+	854.08	0.00	0.00	854.08
	42274099	31-AUG-12	Accrual-1210A-M	+	557.01	0.00	0.00	557.01
	42257133	31-AUG-12	5066A-DIRECWAY		160.00	15.60	0.00	175.60
=====								

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Report Date : 08-OCT-12

ATTIMIZED STATEMENT

Customer No : 04966-95618-02-DAY
Address : 3670 ROY MESSER HWY., WHITE PINE, TN, 37890-4008, US
As of Date: 08-OCT-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	10635870	13-SEP-12	GUEST SATISFACT		40.00	0.00	0.00	40.00
	10635871	13-SEP-12	GUEST SRVCS TRA		160.00	0.00	0.00	160.00
	10636417	13-SEP-12	GUEST SATISFACT		50.00	0.00	0.00	50.00
	10636418	13-SEP-12	GUEST SRVCS TRA		160.00	0.00	0.00	160.00
	10638060	20-SEP-12	GUEST SATISFACT		45.00	0.00	0.00	45.00
	10638058	20-SEP-12	GUEST SRVCS TRA		160.00	0.00	0.00	160.00
	21216944	22-SEP-12	WYNREWARDS 5%		281.34	0.00	0.00	281.34
	21219678	22-SEP-12	WYNREWARDS CRDT		(60.48)	0.00	0.00	(60.48)
	1315705	25-SEP-12	GDS & INTERNET		10.50	0.00	0.00	10.50
	TW0315705	25-SEP-12	MEMBER BENEFIT		15.98	0.00	0.00	15.98
	42284347	30-SEP-12	5096A-SOFTHOTEL		285.92	27.88	0.00	313.80
	42283782	30-SEP-12	5066A-DIRECWAY		160.00	15.60	0.00	175.60
	42303583	30-SEP-12	Accrual-1800A-R	*	675.99	0.00	0.00	675.99
	42302338	30-SEP-12	Accrual-1210A-M	*	440.87	0.00	0.00	440.87
	42301146	30-SEP-12	Accrual-1000A-R	*	1469.55	0.00	0.00	1469.55
				Sub Total	4109.67	43.48	0.00	4153.15

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OCT-2012	30726802	02-OCT-12	ONLINE LRNG LIB	50.00	0.00	0.00	50.00
Sub Total				50.00	0.00	0.00	50.00
Grand Total				106019.66	1283.51	21819.18	129122.35

Requested By: Yelena Danishevsky

* Please note the accruals on your account are estimates.
 Make sure to promptly submit your actual gross room revenue and rooms sold.

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Report Date : 08-OCT-12

ITEMIZED STATEMENT

***** END OF REPORT *****

UPS CampusShip: Shipment Receipt

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Shipment Receipt

Transaction Date: 11 Oct 2012

Tracking Number:

1Z22445X0292353764

1 Address Information

Ship To: Sachidanand Investments, Inc. Ishvar Patel Days Inn 3670 Roy Messer Highway WHITE PINE TN 378904008 Telephone:(865) 483-5615	Ship From: Wyndham Hotel Group - 22 Sylvan Elona Danishevsky 22 Sylvan Way Parsippany NJ 07054 Telephone:973-753-7236	Return Address: Wyndham Hotel Group - 22 Sylvan Elona Danishevsky 22 Sylvan Way Parsippany NJ 07054 Telephone:973-753-7236
--	---	--

2 Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. Letter	UPS Letter		Reference # 1 - 006-1696

3 UPS Shipping Service and Shipping Options

Service:	UPS 2nd Day Air
Guaranteed By:	End of Day Monday, Oct 15, 2012
Shipping Fees Subtotal:	16.00 USD
Transportation	12.10 USD
Fuel Surcharge	1.90 USD
Delivery Area Surcharge- Extended	
Package 1	2.00 USD

4 Payment Information

Bill Shipping Charges to: Shipper's Account 22445X

A discount has been applied to the Daily rates for this shipment

Total Charged:	16.00 USD
Negotiated Total:	8.06 USD

Note: Your Invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

EXHIBIT G

WYNDHAM

HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph. (973) 753-6000 • fax (800) 880-9445
www.wyndhamworldwide.com

December 31, 2012

VIA 2 DAY DELIVERY METHOD

Mr. Ishver Patel
Sachidanand Investments, Inc.
3670 Roy Messer Highway
White Pine, TN 37890

Re: NOTICE OF TERMINATION of License Agreement, dated April 7, 2002, (the "Agreement") between Sachidanand Investments, Inc., ("you" or "your") and Days Inns Worldwide, Inc. ("we", "our" or "us") for the Days Inn® System Unit #4966-95618-02 located in White Pine, TN (the "Facility")

Dear Mr. Patel:

We write to give you formal notice of the termination of the License granted under the Agreement to operate the Facility as part of the Days Inn System (the "Notice"). This termination is a result of your failure to cure your default under the Agreement, due to your failure to meet your financial obligations. The termination of your Agreement is effective as of the date of this Notice (the "Termination Date").

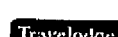
Because your Agreement has terminated, you must now perform your post-termination obligations such as the removal of all items that display or refer to the Days Inn brand at the Facility. The de-identification procedures are specified in the attachment to this Notice. These de-identification procedures must be completed within ten (10) days from the delivery date of this Notice.

You must also immediately pay us the full amount of all Recurring Fees and other charges due under the Agreement through the date you complete the de-identification process. We estimate that, as of December 30, 2012, you owe us \$141,201.61 in Recurring Fees. This amount is described in more detail in the attached itemized statement. Additionally, you must pay us Liquidated Damages of \$146,000.00 as specified in section 12.1 of the Agreement. You must also pay \$325.00 in de-commission fees for the termination of the Connectivity Equipment Lease and Services Addendum (the "Addendum"). The Addendum has also terminated.

Please know that, because the Agreement has terminated, you also have lost your right to continue to use the seamless interface version of your property management system. You must now make arrangements with the software vendor for a new license to use the property management system. If the Facility has WynGuest system installed, please be advised that due to the termination you will have limited functionality from the system. Should you wish to continue using an independent version of the software and be interested in a minimum continuation agreement of 24 months, please contact Sabre at 877-520-3646, an authorized reseller of the WynGuest product. If your property is planning to migrate to another property management system in less than 24 months, please contact your provider to expedite the installation. If you would like to inquire about the data maintained in the system, please contact Scott Robertson at 506-631-2104 to obtain reporting of that data.

WYNDHAM

HOTEL GROUP



Mr. Ishver Patel
December 31, 2012
Page Two


If within the ten (10) day period described above, you do not timely remove the exterior signage which bears the Days Inn name and marks, we may exercise our rights under the Agreement and send an independent contractor to the Facility to remove all such signage at and around the Facility. The cost of sign removal will be added to your final invoice from us. If you object to the removal of the signage by our independent contractor, you must notify us within ten (10) days of the date of this Notice.

If you do not timely complete each of these post-termination obligations, we will refer this matter to our legal department to ensure that we recover from you all amounts owed and that all of your post-termination obligations to us are performed.

This Notice does not modify, replace or affect any default under the Agreement, or any other default and termination notices, if any, from us or any of our affiliates regarding the Facility. Please consider this letter to be a notice and demand for payment under any Guaranty of the Agreement, directed to your Guarantors.

If you have any questions regarding your obligations under this Notice, please contact Larry Geer, Senior Director of Settlements, at (973) 753-7131.

Sincerely,


Suzanne Penimore
Senior Director
Contracts Compliance, Legal

Enclosure

cc: Babu Patel (Guarantor)
Clyde Guinn
Larry Geer

DE-IDENTIFICATION PROCEDURES

You must complete each of the following within 10 days after the Termination Date:

1. Remove, replace or cover with an opaque cover the primary Facility signage.
2. Remove all interior signage that contains Days Inn Marks.
3. Change advertising billboards to remove Days Inn Marks.
4. Stop answering Facility telephone as Days Inn guest lodging facility.
5. Remove Days Inn name and Marks from any domain name, advertising and brochures.
6. Return to us all confidential operations and training manuals.
7. Remove the Days Inn name and Marks from the following items:
 - Stationery, pads and pens
 - Directories and brochures
 - Business cards
 - Folios and registration cards
 - Do-not-disturb cards
 - Comment cards
 - Telephone plates
 - Telephone dialing instructions
 - TV channel ID plates
 - Rate/law cards
 - Door signage
 - Soap/shampoo
 - Key tags
 - Credit card imprinter
 - Laundry bags
 - Name tags/uniforms
 - Ice buckets/trays
 - Ashtrays/matches
 - Plaques
 - Guest checks/receipts
 - Menus
8. Paint over or remove any distinctive Days Inn trade dress, paint schemes or architectural features.
9. It is prohibited to re-name the Facility with a confusingly similar name or color scheme as a Days Inn facility.
10. Our quality assurance inspectors will visit the Facility at any time after 10 days after the Termination Date to verify that you have performed these de-identification obligations.

Report Date : 30-DEC-12

ITEMIZED STATEMENT

As of Date (DD-MM-YYYY) : 30-DEC-2012
Customer No : 04966-95618-02-DAY
Category Set :
Category Group :
Group No :
Bankruptcy : No Bankruptcy Sites
Disputed : No
Finance Charges Included: Yes

Report Date : 30-DEC-12

ITEMIZED STATEMENT

Customer No : 04966-95618-02-DAY
 Address : 3670 ROY NESSER HWY., WHITE PINE, TN, 37890-4008, US
 AS of Date: 30-DEC-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
MAR-2010	1118842	29-MAR-10	GDS & INTERNET		22.75	0.00	9.99	32.74
	TM0118842	29-MAR-10	MEMBER BENEFIT		18.94	0.00	7.98	26.92
	TA0118842	29-MAR-10	T/A COMMISSIONS		11.79	0.00	5.02	16.81
	41343262	31-MAR-10	Actual-1000A-RO		1988.97	0.00	938.76	2927.73
	41324812	31-MAR-10	5033A-HSS SOFTW		109.77	10.70	56.95	177.42
	41322972	31-MAR-10	5066A-DIRECWAY		160.00	15.60	81.67	257.27
	41344391	31-MAR-10	Actual-1210A-NA		596.69	0.00	261.65	878.34
	41345012	31-MAR-10	Actual-1800A-RE		914.93	0.00	431.78	1346.71
<hr/>								
			Sub Total		3523.84	26.30	1813.80	5663.94
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APR-2010	30427800	14-APR-10	ONLINE LRNG LIB		50.00	0.00	23.69	73.69
	TA0125167	18-APR-10	T/A COMMISSIONS		12.99	0.00	5.86	18.85
	TA0125167	18-APR-10	MEMBER BENEFIT		28.79	0.00	13.19	41.98
	1125167	18-APR-10	GDS & INTERNET		84.65	0.00	38.62	123.27
	10457557	22-APR-10	GUEST SRVCS TRA		100.00	0.00	45.65	145.65
	10457559	22-APR-10	GUEST SATISFACT		94.08	0.00	42.96	137.04
	21135414	22-APR-10	WYNREWARDS 5%		436.72	0.00	199.36	636.08
	41372528	30-APR-10	Actual-1210A-NA		418.59	0.00	190.99	609.58
	41361010	30-APR-10	5066A-DIRECWAY		160.00	15.60	80.10	255.70
	41373785	30-APR-10	Actual-1000A-RO		1395.31	0.00	636.54	2031.85
	41362371	30-APR-10	5033A-HSS SOFTW		115.28	11.24	57.75	184.27
	41371971	30-APR-10	Actual-1800A-RE		641.84	0.00	292.84	934.68
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			Sub Total		3538.25	26.84	1627.55	5192.64
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MAY-2010	10461466	13-MAY-10	GUEST SATISFACT		43.03	0.00	19.73	62.76
	10461467	13-MAY-10	GUEST SRVCS TRA		100.00	0.00	45.65	145.65
	21135646	22-MAY-10	WYNREWARDS 5%		253.63	0.00	111.91	365.54
	1132581	23-MAY-10	GDS & INTERNET		27.60	0.00	12.18	39.78
	TA0132581	23-MAY-10	T/A COMMISSIONS		12.15	0.00	5.37	17.52
	TA0132582	23-MAY-10	TWC / CONSORTIA		2.64	0.00	1.16	3.80
	TM0132581	23-MAY-10	MEMBER BENEFIT		15.75	0.00	6.93	22.68
	41395001	31-MAY-10	5066A-DIRECWAY		160.00	15.60	77.46	253.06
	41414620	31-MAY-10	Actual-1210A-NA		378.14	0.00	166.96	545.10

Report Date : 30-DEC-12

ITEMIZED STATEMENT

Customer No : 04966-95618-02-DAY
 Address : 3670 ROY MESSER HWY., WHITE PINE, IN. 37890-4008, US
 AS of Date: 30-DEC-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
JUN-2010	41396767	31-MAY-10	5033A-HSS SOFTW		115.28	11.24	55.86	182.38
	41413745	31-MAY-10	Actual-1000A-RO		1260.45	0.00	556.77	1817.22
	41413641	31-MAY-10	Actual-1800A-RE		579.81	0.00	256.16	835.97
			Sub Total		2948.48	26.84	1316.14	4291.46
JUN-2010	TA0139184	20-JUN-10	T/A COMMISSIONS		3.16	0.00	3.50	11.66
	1139184	20-JUN-10	GDS & INTERNET		24.00	0.00	10.20	34.20
	21139023	22-JUN-10	WYNREWARDS 5%		330.99	0.00	140.94	471.93
	41430803	30-JUN-10	5033A-HSS SOFTW		115.28	11.24	53.90	180.42
	41445536	30-JUN-10	Actual-1800A-RE		787.16	0.00	335.34	1122.50
JUN-2010	41429359	30-JUN-10	5066A-DIRECTWAY		160.00	15.60	74.74	250.34
	41443279	30-JUN-10	Actual-1000A-RO		1711.22	0.00	728.94	2440.16
	41444483	30-JUN-10	Actual-1210A-MA		513.37	0.00	218.73	732.10
			Sub Total		3650.18	26.84	1566.29	5243.31
JUL-2010	TA0145953	18-JUL-10	T/A COMMISSIONS		34.62	0.00	14.26	48.88
	1145953	18-JUL-10	GDS & INTERNET		38.80	0.00	15.88	54.68
	TM0145953	18-JUL-10	MEMBER BENEFIT		15.66	0.00	6.35	22.01
	21143230	22-JUL-10	WYNREWARDS 5%		52.88	0.00	21.69	74.57
	41474470	31-JUL-10	Actual-1800A-RE		723.89	0.00	297.17	1021.06
JUL-2010	41473772	31-JUL-10	Actual-1210A-MA		472.10	0.00	193.83	665.93
	41472424	31-JUL-10	Actual-1000A-RO		1573.67	0.00	646.01	2219.68
	41458744	31-JUL-10	5066A-DIRECTWAY		160.00	15.60	72.03	247.63
			Sub Total		3071.62	15.60	1267.22	4354.44
AUG-2010	TM0152527	22-AUG-10	MEMBER BENEFIT		14.55	0.00	5.83	20.38
	1152527	22-AUG-10	GDS & INTERNET		13.80	0.00	5.43	19.23
	21145178	22-AUG-10	WYNREWARDS 5%		4.05	0.00	1.56	5.61
	10489683	26-AUG-10	GUEST SVCS TRA		160.00	0.00	63.26	223.28
	10489682	26-AUG-10	GUEST SATISFACT		50.00	0.00	19.85	69.85

Report Date : 30-DEC-12

ITEMIZED STATEMENT

Customer No : 04966-95618-02-DAY
 Address : 3670 ROY MESSER HWY., WHITE PINE, TN, 37890-4008, US
 As of Date: 30-DEC-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
SEP-2010	41514934	31-AUG-10	Actual-1000A-RO		2012.94	0.00	789.67	2802.61
	41515867	31-AUG-10	Actual-1800A-RE		925.95	0.00	363.22	1289.17
	41515716	31-AUG-10	Actual-1210A-MA		603.88	0.00	236.87	840.75
	41493354	31-AUG-10	5066A-DIRECWAY		160.00	15.60	69.39	244.99
			Sub Total		3945.17	15.60	1555.10	5515.87
SEP-2010	TA0158863	19-SEP-10	T/A COMMISSIONS		116.67	0.00	44.35	161.02
	TA0158863	19-SEP-10	MEMBER BENEFIT		12.55	0.00	4.72	17.27
	1158863	19-SEP-10	GDS & INTERNET		116.90	0.00	44.38	161.28
	21148946	22-SEP-10	WYNREWARDS 5%		244.68	0.00	92.95	337.63
	41547186	30-SEP-10	Actual-1000A-RQ		1761.15	0.00	669.34	2430.49
	41548842	30-SEP-10	Actual-1210A-MA		528.34	0.00	200.84	729.18
	41524421	30-SEP-10	5096A-SOFTHOTEL		272.30	26.55	113.50	412.35
	30494542	30-SEP-10	DIRECWAY SRV CA		750.00	73.13	312.84	1135.97
	41549342	30-SEP-10	Actual-1800A-RE		810.13	0.00	307.90	1118.03
	41524809	30-SEP-10	5066A-DIRECWAY		160.00	15.60	66.68	242.28
			Sub Total		4772.72	115.28	1857.50	6745.50
OCT-2010	10501722	07-OCT-10	GUEST SATISFACT		30.00	0.00	11.48	41.48
	10501710	07-OCT-10	GUEST SRVCS TRA		160.00	0.00	60.80	220.80
	1164937	17-OCT-10	GDS & INTERNET		60.80	0.00	22.14	82.94
	TA0164937	17-OCT-10	T/A COMMISSIONS		12.86	0.00	4.68	17.54
	21152284	22-OCT-10	WYNREWARDS 5%		351.43	0.00	128.30	479.73
	10506350	28-OCT-10	GUEST SATISFACT		69.31	0.00	25.24	94.55
	10506351	28-OCT-10	GUEST SRVCS TRA		160.00	0.00	58.40	218.40
	41560795	31-OCT-10	5096A-SOFTHOTEL		272.30	26.55	109.02	407.87
	41571972	31-OCT-10	Actual-1800A-RE		698.12	0.00	254.95	953.07
	41560546	31-OCT-10	5066A-DIRECWAY		160.00	15.60	64.04	239.64
	41573151	31-OCT-10	Actual-1000A-RO		1517.65	0.00	554.24	2071.89
	41570923	31-OCT-10	Actual-1210A-MA		455.29	0.00	166.33	621.62

Report Date : 30-DEC-12

ITEMIZED STATEMENT

Customer No : 04966-95618-02-DAY
 Address : 3670 ROY MESSER HWY., WHITE PINE, TN, 37890-4008, US
 AS of Date: 30-DEC-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
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NOV-2010	10509049	10-NOV-10	GUEST SRVCS TRA					
	10509051	10-NOV-10	GUEST SATISFACT					
	TR0172413	21-NOV-10	TMC / CONSORTIA					
	EM0172413	21-NOV-10	MEMBER BENEFIT					
	1172413	21-NOV-10	GDS 5 INTERNET					
	TA0172413	21-NOV-10	T/A COMMISSIONS					
	21155000	22-NOV-10	WYNREWARDS 5%					
	41613822	30-NOV-10	Actual-1800A-RE					
	41613532	30-NOV-10	Actual-1210A-MA					
	41597002	30-NOV-10	5096A-SOFTHOTEL					
	41614567	30-NOV-10	Actual-1000A-RO					
	41597699	30-NOV-10	5066A-DIRECWAY					
				Sub Total	3947.76	42.15	1459.62	5449.53
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DEC-2010	10516022	15-DEC-10	GUEST SRVCS TRA					
	10515943	15-DEC-10	GUEST SATISFACT					
	EM0177940	20-DEC-10	MEMBER BENEFIT					
	1177940	20-DEC-10	GDS 5 INTERNET					
	TA0177940	20-DEC-10	T/A COMMISSIONS					
	21156226	22-DEC-10	WYNREWARDS 5%					
	41639659	31-DEC-10	Actual-1210A-MA					
	41640282	31-DEC-10	Actual-1800A-RE					
	41641602	31-DEC-10	Actual-1000A-RO					
	41628851	31-DEC-10	5066A-DIRECWAY					
	41628036	31-DEC-10	5096A-SOFTHOTEL					
				Sub Total	3277.45	42.15	1162.98	4482.58
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JAN-2011	TA0185595	16-JAN-11	T/A COMMISSIONS		4.30	0.00	1.44	5.74
				Sub Total	3372.51	42.15	1143.51	4558.17

Report Date : 30-DEC-12

ITEMIZED STATEMENT

Customer No : 04966-35618-02-DAY
 Address : 3670 ROY MESSER HWY., WHITE PINE, TN, 37890-4008, US
 As of Date: 30-DEC-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
FEB-2011	1185595	16-JAN-11	GDS & INTERNET		24.00	0.00	8.01	32.01
	TM0185595	16-JAN-11	MEMBER BENEFIT		6.88	0.00	2.32	9.20
	21160767	22-JAN-11	WYNREWARDS 5%		209.58	0.00	69.47	279.05
	41654074	31-JAN-11	5096A-SOFTHOTEL		272.30	26.55	97.67	396.52
	41677818	31-JAN-11	Actual-1000A-RO		575.25	0.00	188.16	763.41
	41653784	31-JAN-11	5066A-DIRECWAY		160.00	15.60	57.37	232.97
	41673782	31-JAN-11	Actual-1210A-MA		172.57	0.00	56.38	228.95
	41675684	31-JAN-11	Actual-1800A-RE		264.61	0.00	86.52	351.13
			Sub Total		1689.49	42.15	567.34	2298.98
MAR-2011	1191424	20-FEB-11	GDS & INTERNET		4.60	0.00	1.46	6.06
	TA0191424	20-FEB-11	T/A COMMISSIONS		4.64	0.00	1.46	6.10
	21161059	22-FEB-11	WYNREWARDS 5%		126.47	0.00	39.98	166.45
	41694655	28-FEB-11	5096A-SOFTHOTEL		272.30	26.55	93.49	392.34
	41706824	28-FEB-11	Actual-1000A-RO		1037.51	0.00	323.60	1361.11
	41705748	28-FEB-11	Actual-1210A-MA		311.25	0.00	97.09	408.34
	41705219	28-FEB-11	Actual-1800A-RE		477.25	0.00	148.85	626.10
	41693310	28-FEB-11	5066A-DIRECWAY		160.00	15.60	54.91	230.51
			Sub Total		2394.02	42.15	760.94	3197.01
APR-2011	1198225	13-MAR-11	GDS & INTERNET		9.20	0.00	2.79	11.99
	21165302	22-MAR-11	WYNREWARDS 5%		268.07	0.00	81.01	349.08
	41724749	31-MAR-11	5096A-SOFTHOTEL		272.30	26.55	88.56	387.71
	41725533	31-MAR-11	5066A-DIRECWAY		160.00	15.60	52.20	227.80
	41739438	31-MAR-11	Actual-1000A-RO		1729.47	0.00	520.46	2249.93
	41740406	31-MAR-11	Actual-1210A-MA		518.84	0.00	156.11	674.95
	41738321	31-MAR-11	Actual-1800A-RE		795.56	0.00	239.40	1034.96
			Sub Total		3753.44	42.15	1140.83	4936.42
	21166795	22-APR-11	WYNREWARDS 5%		248.56	0.00	71.19	319.75

Report Date : 30-DEC-12

ITEMIZED STATEMENT

Customer No : 04956-95618-02-DAY
 Address : 3670 ROY MESSER HWY., WHITE PINE, TN, 37890-4008, US
 As of Date: 30-DEC-2012

Month-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
MAY-2011	TA0205458	27-APR-11	T/A COMMISSIONS		22.80	0.00	6.43	29.23
	1205458	27-APR-11	GDS & INTERNET		47.00	0.00	13.40	60.40
	TA0205458	27-APR-11	MEMBER BENEFIT		69.24	0.00	19.64	88.88
	10538183	28-APR-11	GUEST SVCS TRA		160.00	0.00	45.36	205.36
	10538185	28-APR-11	GUEST SATISFACT		50.00	0.00	14.23	64.23
	41770175	30-APR-11	Actual-1000A-RO		1491.90	0.00	416.17	1908.07
	41757916	30-APR-11	5096A-SOFTHOTEL		272.30	26.55	84.38	383.23
	41756845	30-APR-11	5066A-DIRECTWAY		160.00	15.60	49.56	225.16
	41773504	30-APR-11	Actual-1210A-MA		447.57	0.00	124.85	572.42
	41770443	30-APR-11	Actual-1800A-RE		686.27	0.00	191.46	877.73
			Sub Total		3655.64	42.15	1036.67	4734.46
JUN-2011	21170797	22-MAY-11	WYNREWARDS 5%		232.51	0.00	63.10	295.61
	TA0212267	27-MAY-11	T/A COMMISSIONS		14.14	0.00	3.80	17.94
	1212267	27-MAY-11	GDS & INTERNET		10.20	0.00	2.75	12.95
	41803516	31-MAY-11	Actual-1800A-RE		584.14	0.00	161.01	745.15
	41786870	31-MAY-11	5096A-SOFTHOTEL		272.30	26.55	79.75	378.60
	41803356	31-MAY-11	Actual-1000A-RO		1289.87	0.00	350.08	1619.95
	41804257	31-MAY-11	Actual-1210A-MA		380.96	0.00	104.98	485.94
	41788737	31-MAY-11	5066A-DIRECTWAY		160.00	15.60	46.85	222.45
			Sub Total		2924.12	42.15	812.32	3778.59
JUN-2011	21173006	22-JUN-11	WYNREWARDS 5%		176.70	0.00	45.24	221.94
	10547744	23-JUN-11	GUEST SVCS TRA		160.00	0.00	40.88	200.88
	10547746	23-JUN-11	GUEST SATISFACT		20.00	0.00	5.11	25.11
	41814917	30-JUN-11	5066A-DIRECTWAY		160.00	15.60	44.21	219.81
	41831840	30-JUN-11	Actual-1000A-RO		1547.50	0.00	398.60	1946.10
	41813972	30-JUN-11	5096A-SOFTHOTEL		272.30	26.55	75.27	374.12
	41832458	30-JUN-11	Actual-1210A-MA		464.25	0.00	119.59	583.84
	41832369	30-JUN-11	Actual-1800A-RE		711.85	0.00	183.34	895.19
			Sub Total		2924.12	42.15	812.32	3778.59

Report Date : 30-DEC-12

ITEMIZED STATEMENT

Customer No : 04966-95618-02-DAY
 Address : 3670 ROY MESSER HWY., WHITE PINE, TN, 37890-4008, US
 As of Date: 30-DEC-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
JUL-2011	21176805	22-JUL-11	WYNREWARDS 5%					
	10554984	28-JUL-11	GUEST SATISFACT		353.82	0.00	85.25	439.07
	10554982	28-JUL-11	GUEST SRVCS TRA		40.00	0.00	9.52	49.52
	41865602	31-JUL-11	Actual-1800A-RE		160.00	0.00	38.08	198.08
	41848630	31-JUL-11	Actual-1800A-RE		573.91	0.00	137.85	711.76
	41848111	31-JUL-11	5096A-SOFTHOTEL		272.30	26.55	70.64	369.49
	41867191	31-JUL-11	5066A-DIRECWAY		160.00	15.60	41.49	217.09
	41865018	31-JUL-11	Actual-1210A-WA		374.29	0.00	89.86	464.15
		31-JUL-11	Actual-1000A-RO		1247.63	0.00	299.64	1547.27
			Sub Total		3512.60	42.15	912.24	4466.99
AUG-2011	10558733	11-AUG-11	GUEST SATISFACT					
	10558796	11-AUG-11	GUEST SRVCS TRA		56.82	0.00	13.10	69.92
	21179670	22-AUG-11	WYNREWARDS 5%		160.00	0.00	36.96	196.96
	41892553	31-AUG-11	Actual-1000A-RO		305.30	0.00	68.83	374.13
	41900588	31-AUG-11	Actual-1800A-RE		1564.07	0.00	350.40	1914.47
	41899221	31-AUG-11	Actual-1800A-RE		719.47	0.00	161.16	880.63
	41892085	31-AUG-11	Actual-1210A-WA		469.22	0.00	105.10	574.32
	41884556	31-AUG-11	5096A-SOFTHOTEL		285.92	27.88	69.33	383.13
			5066A-DIRECWAY		160.00	15.60	38.78	214.38
			Sub Total		3181.95	42.15	772.33	3996.43
SEP-2011	30619741	15-SEP-11	ONLINE LRNG LIB					
	21183754	22-SEP-11	WYNREWARDS 5%		50.00	0.00	10.72	60.72
	30628333	28-SEP-11	GLOBAL CONFEREN		318.44	0.00	66.92	385.36
	41914103	30-SEP-11	5066A-DIRECWAY		999.00	0.00	121.38	1120.89
	41926133	30-SEP-11	Actual-1210A-WA		160.00	15.60	36.14	211.74
	41927355	30-SEP-11	Actual-1800A-RE		410.36	0.00	85.20	495.56
	41924717	30-SEP-11	Actual-1000A-RO		629.23	0.00	130.60	759.83
	41913131	30-SEP-11	Actual-1000A-RO		1367.88	0.00	283.92	1651.80
			5096A-SOFTHOTEL		285.92	27.88	64.63	378.43
			Sub Total		3720.80	43.48	843.66	4607.94

Report Date : 30-DEC-12

ITEMIZED STATEMENT

Customer No : 04966-95618-02-DAY
 Address : 3670 ROY MESSER HWY., WHITE PINE, TN, 37890-4008.US
 As of Date: 30-DEC-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
				Sub Total	4220.83	43.48	800.01	5064.32
<hr/>								
OCT-2011	10576328	20-OCT-11	GUEST SATISFACT		45.00	0.00	8.86	53.86
	10576326	20-OCT-11	GUEST SRVCS TRA		160.00	0.00	31.36	191.36
	21184830	22-OCT-11	WYNREWARDS 5%		369.67	0.00	72.11	441.78
	10577431	27-OCT-11	GUEST SATISFACT		30.00	0.00	5.82	35.82
	10577429	27-OCT-11	GUEST SRVCS TRA		160.00	0.00	30.80	190.80
	1245698	27-OCT-11	GDS & INTERNET		4.95	0.00	0.96	5.91
	41963343	31-OCT-11	Actual-1210A-MA		458.22	0.00	87.40	545.62
	41962077	31-OCT-11	Actual-1000A-RO		1527.41	0.00	291.41	1818.82
	41964364	31-OCT-11	Actual-1800A-RE		702.61	0.00	134.07	836.68
	41937943	31-OCT-11	5066A-DIRECTWAY		160.00	15.60	33.43	209.03
	41938095	31-OCT-11	5096A-SOFTHOTEL		285.92	27.88	59.76	373.56
				Sub Total	3903.78	43.48	755.98	4703.24
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NOV-2011	21189550	22-NOV-11	WYNREWARDS 5%		164.90	0.00	29.61	194.51
	41990026	30-NOV-11	Actual-1210A-MA		361.37	0.00	63.33	424.70
	41987944	30-NOV-11	Actual-1000A-RO		1204.57	0.00	211.14	1415.71
	41971066	30-NOV-11	5066A-DIRECTWAY		160.00	15.60	30.79	206.39
	41970144	30-NOV-11	5096A-SOFTHOTEL		285.92	27.88	55.06	368.86
	41987411	30-NOV-11	Actual-1800A-RE		554.10	0.00	97.12	651.22
				Sub Total	2730.86	43.48	487.05	3261.39
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DEC-2011	10586532	21-DEC-11	GUEST SRVCS TRA		160.00	0.00	26.40	186.40
	10586531	21-DEC-11	GUEST SATISFACT		35.00	0.00	5.79	40.79
	21191234	22-DEC-11	WYNREWARDS 5%		175.84	0.00	28.96	204.80
	42010172	31-DEC-11	5066A-DIRECTWAY		160.00	15.60	28.07	203.67
	42025552	31-DEC-11	Actual-1000A-RO		1207.60	0.00	193.21	1400.81
	42008261	31-DEC-11	5096A-SOFTHOTEL		285.92	27.88	50.20	364.00
	42026241	31-DEC-11	Actual-1800A-RE		555.50	0.00	88.86	644.36

ITEMIZED STATEMENT

Report Date : 30-DEC-12

Customer No : 04965-95618-02-DAY
 Address : 3670 ROY MESSEUR HWY., WHITE PINE, TN, 37890-4008, US
 As of Date: 30-DEC-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
JAN-2012	10587487	04-JAN-12	GUEST SATISFACT	54.00	0.00	8.54	62.54	
	10587488	04-JAN-12	GUEST SATISFACT	160.00	0.00	25.28	185.28	
	21193630	22-JAN-12	WYNREWARDS 5%	126.08	0.00	18.76	144.84	
	42053672	31-JAN-12	Actual-1210A-NA	346.88	0.00	50.41	399.29	
	42053158	31-JAN-12	Actual-1800A-RE	534.95	0.00	77.27	612.22	
	42034981	31-JAN-12	5096A-SOFTHOTEL	265.92	27.88	45.34	359.14	
	42034970	31-JAN-12	5066A-DIRECTWAY	160.00	15.60	25.35	200.95	
	42053331	31-JAN-12	Actual-1000A-RO	1162.94	0.00	168.05	1330.99	
			Sub Total	2942.14	43.48	479.46	3465.08	
FEB-2012	21196305	22-FEB-12	WYNREWARDS 5%	59.10	0.00	7.92	67.02	
	42086759	29-FEB-12	Actual-1000A-RO	813.09	0.00	105.70	918.79	
	42084822	29-FEB-12	Actual-1210A-NA	243.93	0.00	31.71	275.64	
	42064901	29-FEB-12	5066A-DIRECTWAY	160.00	15.60	22.80	198.40	
	42064772	29-FEB-12	5096A-SOFTHOTEL	285.92	27.88	40.79	354.59	
	42084709	29-FEB-12	Actual-1800A-RE	374.02	0.00	48.63	422.65	
			Sub Total	2832.77	43.48	419.00	3295.25	
MAR-2012	30673261	15-MAR-12	GLOBAL CONFEREN	100.00	0.00	12.20	112.20	
	10597669	22-MAR-12	GUEST SATISFACT	160.00	0.00	19.04	179.04	
	10597739	22-MAR-12	GUEST SATISFACT	40.00	0.00	4.76	44.76	
	21199616	22-MAR-12	WYNREWARDS 5%	162.55	0.00	19.35	181.90	
	42119070	31-MAR-12	Actual-1210A-NA	393.89	0.00	45.32	441.21	
	42120310	31-MAR-12	Actual-1800A-RE	607.03	0.00	69.48	676.51	
	42118690	31-MAR-12	Actual-1000A-RO	1319.63	0.00	150.98	1470.61	
	42095854	31-MAR-12	5096A-SOFTHOTEL	285.92	27.88	35.92	349.72	
	42096265	31-MAR-12	5066A-DIRECTWAY	160.00	15.60	20.09	195.69	
			Sub Total	1936.06	43.48	257.55	2237.09	

Report Date : 30-DEC-12

ITEMIZED STATEMENT

Customer No : 04966-95618-02-DAY
 Address : 3670 ROY MESSER HWY., WHITE PINE, TN, 37890-4008, US
 As of Date: 30-DEC-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
APR-2012	21204093	22-APR-12	WYNREWARDS 5%					
	10604924	26-APR-12	GUEST SATISFACT		174.00	0.00	18.02	192.02
	10604922	26-APR-12	GUEST SVCS TRA		50.00	0.00	5.09	55.09
	42128109	30-APR-12	5066A-DIRECTWAY		160.00	0.00	16.24	176.24
	42143684	30-APR-12	Actual-1210A-NA		160.00	15.60	17.45	193.05
	42144089	30-APR-12	Actual-1000A-RO		402.14	0.00	39.97	442.11
	42127382	30-APR-12	5096A-SOFTHOTEL		1340.46	0.00	133.29	1473.75
	42146187	30-APR-12	Actual-1800A-RE		285.92	27.88	31.22	345.02
					616.61	0.00	61.32	677.93
			Sub Total		3231.02	43.48	377.14	3651.64
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MAY-2012	10605975	03-MAY-12	GUEST SATISFACT					
	10605969	03-MAY-12	GUEST SVCS TRA		40.00	0.00	3.92	43.92
	10605968	03-MAY-12	GUEST SATISFACT		160.00	0.00	15.68	175.68
	10605976	03-MAY-12	GUEST SVCS TRA		40.00	0.00	3.92	43.92
	21204836	22-MAY-12	WYNREWARDS 5%		160.00	0.00	15.68	175.68
	42158306	31-MAY-12	5066A-DIRECTWAY		181.31	0.00	16.05	197.36
	42183149	31-MAY-12	Actual-1800A-RE		160.00	15.60	14.74	190.34
	42183018	31-MAY-12	Actual-1210A-NA		682.75	0.00	57.34	740.09
	42181179	31-MAY-12	Actual-1000A-RO		445.27	0.00	37.40	482.67
	42157683	31-MAY-12	5096A-SOFTHOTEL		1484.23	0.00	124.68	1608.91
					285.92	27.88	26.35	340.15
			Sub Total		3189.13	43.48	322.60	3555.21
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JUN-2012	21210200	22-JUN-12	WYNREWARDS 5%					
	42152975	30-JUN-12	5096A-SOFTHOTEL		136.30	0.00	9.94	146.24
	42210662	30-JUN-12	Actual-1800A-RE		285.92	27.88	21.65	335.45
	42210318	30-JUN-12	Actual-1210A-NA		723.69	0.00	49.95	773.64
	42152293	30-JUN-12	5066A-DIRECTWAY		471.97	0.00	32.58	504.55
	42208961	30-JUN-12	Actual-1000A-RO		160.00	15.60	12.10	187.70
					1573.25	0.00	108.57	1681.82
			Sub Total		3639.48	43.48	315.76	3998.72

Report Date : 30-DEC-12

ITEMIZED STATEMENT

Customer No : 04966-95618-02-DAY
 Address : 3670 ROY MESSER HWY., WHITE PINE, TN, 37890-4008, US
 As of Date: 30-DEC-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
JUL-2012	30701354	13-JUL-12	CRS REACTIVATIO		3351.13	43.48	234.79	3629.40
	30701542	17-JUL-12	Jan 2012 NT Aud			0.00	31.25	531.25
	30701886	17-JUL-12	Jan 2012 NT Aud			0.00	12.10	211.85
	21212845	22-JUL-12	WYNREWARDS 5%			0.00	9.19	161.00
	10623242	26-JUL-12	GUEST SATISFACT			0.00	6.85	125.12
	10623240	26-JUL-12	GUEST SATISFACT			0.00	2.24	42.24
	42225541	30-JUL-12	GUEST SRVCS TRA			0.00	8.96	168.96
	42225856	30-JUL-12	5096A-SOFTHOTEL			27.87	16.95	330.68
	42242097	31-JUL-12	5066A-DIRECTWAY			15.60	9.47	185.07
	42243947	31-JUL-12	Accrual-1800A-R			0.00	34.82	685.47
	42243261	31-JUL-12	Accrual-1210A-M			0.00	22.71	447.05
		31-JUL-12	Accrual-1000A-R			0.00	75.68	1490.13
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	Sub Total				4105.13	43.47	230.22	4378.82
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AUG-2012	30708956	14-AUG-12	2013 ALLIANCE D		630.00	0.00	0.00	630.00
	21216130	22-AUG-12	WYNREWARDS 5%		79.17	0.00	3.37	82.54
	21213956	22-AUG-12	WYNREWARDS CRDT		(30.44)	0.00	0.00	(30.44)
	10631038	23-AUG-12	GUEST SATISFACT		40.00	0.00	1.68	41.68
	10631036	23-AUG-12	GUEST SRVCS TRA		160.00	0.00	6.72	166.72
	TW0309611	24-AUG-12	MEMBER BENEFIT		5.18	0.00	0.22	5.40
	42274099	31-AUG-12	Accrual-1210A-M		557.01	0.00	21.17	578.18
	42275153	31-AUG-12	Accrual-1800A-R		854.08	0.00	32.46	886.54
	42257214	31-AUG-12	5096A-SOFTHOTEL		285.92	27.98	11.92	325.72
	42273429	31-AUG-12	Accrual-1000A-R		1856.70	0.00	70.56	1927.26
	42257133	31-AUG-12	5066A-DIRECTWAY		160.00	15.60	6.67	182.27
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	Sub Total				4597.62	43.48	154.77	4795.87
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SEP-2012	10634228	06-SEP-12	GUEST SRVCS TRA		160.00	0.00	5.60	165.60
	10634230	06-SEP-12	GUEST SATISFACT		55.00	0.00	1.93	56.93

Report Date : 30-DEC-12

ITEMIZED STATEMENT

Customer No : 04966-95618-02-DAY
 Address : 3670 ROY MESSER HWY., WHITE PINE, TN, 37890-4008, US
 As of Date: 30-DEC-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
OCT-2012	10636418	13-SEP-12	GUEST SRVCS TRA		160.00	0.00	5.04	165.04
	10636417	13-SEP-12	GUEST SATISFACT		50.00	0.00	1.58	51.58
	10635871	13-SEP-12	GUEST SRVCS TRA		160.00	0.00	5.04	165.04
	10635870	13-SEP-12	GUEST SATISFACT		40.00	0.00	3.26	41.26
	10638058	20-SEP-12	GUEST SRVCS TRA		160.00	0.00	4.48	164.48
	10638060	20-SEP-12	GUEST SATISFACT		45.00	0.00	1.27	46.27
	21216944	22-SEP-12	WYNREWARDS 5%		281.34	0.00	7.60	288.94
	21219678	22-SEP-12	WYNREWARDS CRDT		(60.48)	0.00	0.00	(60.48)
	1315705	25-SEP-12	GDS & INTERNET		10.50	0.00	0.27	10.77
	1315705	25-SEP-12	MEMBER BENEFIT		15.98	0.00	0.41	16.39
	42302338	30-SEP-12	Accrual-1210A-M		440.87	0.00	10.14	451.01
	42284847	30-SEP-12	5096A-SOFTHOTEL		285.92	27.88	7.22	321.02
	42283782	30-SEP-12	5066A-DIRECTWAY		160.00	15.60	4.03	179.63
	42303583	30-SEP-12	Accrual-1800A-R		675.99	0.00	15.55	691.54
	42301146	30-SEP-12	Accrual-1000A-R		1469.55	0.00	33.80	1503.35
				Sub Total	4109.67	43.48	105.22	4258.37
OCT-2012	30726802	02-OCT-12	ONLINE LRNG LIB		50.00	0.00	1.10	51.10
	21222023	22-OCT-12	WYNREWARDS 5%		187.91	0.00	2.25	190.16
	10644594	25-OCT-12	GUEST SRVCS TRA		160.00	0.00	1.68	161.68
	10644596	25-OCT-12	GUEST SATISFACT		40.00	0.00	0.42	40.42
	TA0322245	28-OCT-12	T/A COMMISSIONS		10.50	0.00	0.09	10.59
	TA0322245	28-OCT-12	MEMBER BENEFIT		11.99	0.00	0.11	12.10
	1322245	28-OCT-12	GDS & INTERNET		68.25	0.00	0.61	68.86
	42318855	31-OCT-12	5066A-DIRECTWAY		160.00	15.60	1.32	176.92
	42335277	31-OCT-12	Accrual-1000A-R		1629.90	0.00	12.22	1642.12
	42335773	31-OCT-12	Accrual-1210A-M		488.97	0.00	3.67	492.64
	42335813	31-OCT-12	Accrual-1800A-R		749.75	0.00	5.62	755.37
	42316307	31-OCT-12	5096A-SOFTHOTEL		285.92	27.88	2.35	316.15
				Sub Total	3843.19	43.48	31.44	3918.11
NOV-2012	10648240	15-NOV-12	GUEST SRVCS TRA		160.00	0.00	0.00	160.00
	10648226	15-NOV-12	GUEST SATISFACT		45.00	0.00	0.00	45.00

Report Date : 30-DEC-12

ITEMIZED STATEMENT

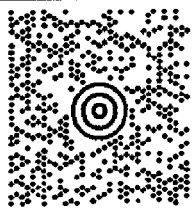


Customer No : 04966-95618-02-DAY
 Address : 3670 ROY MESSER HWY., WHITE PINE, TN, 37890-4008, US
 As of Date: 30-DEC-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	TA0328675	19-NOV-12	T/A COMMISSIONS		29.34	0.00	0.00	29.34
	TR0325675	19-NOV-12	TMC / CONSORTIA		7.52	0.00	0.00	7.52
	1328675	19-NOV-12	GDS & INTERNET		22.00	0.00	0.00	22.00
	21224522	22-NOV-12	WYNREWARDS 5%		367.34	0.00	0.00	367.34
	TM0339499	26-NOV-12	MEMBER BENEFIT		3.44	0.00	0.00	3.44
	42367709	30-NOV-12	Accrual-1000A-R		1240.45	0.00	0.00	1240.45
	42346480	30-NOV-12	5066A-DIRECTWAY		160.00	15.60	0.00	175.60
	42367481	30-NOV-12	Accrual-1800A-R		570.61	0.00	0.00	570.61
	42364356	30-NOV-12	Accrual-1210A-M		372.14	0.00	0.00	372.14
	42346855	30-NOV-12	5096A-SOFTHOTEL		285.92	27.88	0.00	313.80
				Sub Total	3263.76	43.48	0.00	3307.24
DEC-2012	21228899	22-DEC-12	WYNREWARDS 5%		167.60	0.00	0.00	167.60
				Sub Total	167.60	0.00	0.00	167.60
				Grand Total	113244.21	1370.47	26586.93	141201.61

Requested By: Kanyelle Barrino

* Please note the accruals on your account are estimates.
 Make sure to promptly submit your actual gross room revenue and rooms sold.

***** END OF REPORT *****

COMPLIANCE DEPARTMENT WYIDHAM HOTEL GROUP - 22 SYLVIA 22 SYLVIA WAY PARSONS PARKWAY IL 07054	0.0 LBS LTR	1 OF 1
SHIP TO: MR. ISHVER PATEL 865-674-2573 SACHIDANAND INVESTMENTS, INC. 3670 ROY MESSER HIGHWAY WHITE PINE TN 37890-4008		
	TN 378 0-02 	
UPS NEXT DAY AIR 1 TRACKING #: 1Z 224 45X 01 9876 1591		
		
BILLING: P/P		
Reference # 1: 006-1696	CS 15-0-25 WINTER 13, 04 10/2012	